



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **BRC-2**

June 6, 2018

Ms. Marie Campbell
Sapphos Environmental, Inc.
430 North Halstead Street
Pasadena, CA 91107

Dear Ms. Campbell:

**AS-NEEDED ENVIRONMENTAL SERVICES
FOR WATER RESOURCES CORE SERVICE AREA
CONTRACT NUMBER PW15170**

Enclosed is the signed and fully executed Contract for the project. Also enclosed is a copy of the Public Works Invoice Instructions. The Contract commenced on June 6, 2018, date of full execution.

If you have any questions, please call Mr. Joseph Chang, at (626) 300-2346.

Very truly yours,

MARK PESTRELLA
Director of Public Works

A handwritten signature in black ink, appearing to read "Jose Quevedo", is written over the printed name and title.

JOSE QUEVEDO
Assistant Deputy Director
Business Relations and Contracts Division

JQ:jc

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Enc.

PUBLIC WORKS INVOICING INSTRUCTIONS

In order to track expenditures and process invoices in a timely manner, all invoices submitted to Public Works shall show the following information clearly and prominently. A sample invoice format for consultant invoices is attached. This information could be included on a cover sheet with your standard invoice. Invoices not containing this necessary information will be rejected.

- Company name, address, phone number and fax number
- Invoice date
- Invoice number
- Time period covered by invoice
- Project title/description
- Specs. number and C.P. number (if applicable)
- Purchase order/contract number (unless pending)
- Supplemental agreement number (if applicable)
- DSR number (for earthquake work)
- Project Number (for earthquake work)
- Los Angeles County Building ID (for earthquake work)
- Federal ID Number or Vendor Code (for earthquake work)
- Contract amount
- Amount due on this invoice
- Contract balance remaining after this invoice
- Detailed description of services provided
- Back-up material supporting reimbursable expenses
(receipts, etc.)

Each invoice shall also have a blank space, approximately 3x5 inches, on the page which shows the total amount due for this invoice. This space is for Public Works' use.

For earthquake recovery projects, costs must be summarized by Project Number Account.

Your Public Works Project Manager will assist you in establishing the correct invoicing procedures.

Consultants shall send the original invoice and three complete copies (including any backup material) to your Public Works Project Manager.

All original invoices (without backup material) shall be sent to:

ACCOUNTS PAYABLE
DEPARTMENT OF PUBLIC WORKS
P. O. BOX 7508
ALHAMBRA, CA 91802-7508

If you have any questions, you may call your Public Works Project Manager, Crystal Franco at (626) 458-6158.

COMPANY LETTERHEAD--
NAME, ADDRESS, PHONE NO., FAX NO.

To: Ms. Crystal Franco (Public Works Project Manager)
Department of Public Works
P. O. Box 1460
Alhambra, California 91802-1460
(or other address if provided by Public Works Project Manager)

Specs. Number, C.P. Number (if applicable)	Invoice Date
Contract Number or P. O. Number (unless pending)	Invoice Number
Supplemental Agreement Number (if applicable)	For earthquake work:
Time Period covered by Invoice	- DSR Number
	- Project Number
Project Title/Description	- L. A. County
	Building ID Number

Detailed Description of Services Provided

Contract Amount

Amount Due This Invoice

Balance Remaining on Contract

Backup material to support Reimbursable Expenses is attached.
(if Reimbursable Expenses are being charged)

One copy (without back-up) is being sent to:

ACCOUNTS PAYABLE MANAGER
DEPARTMENT OF PUBLIC WORKS
P. O. BOX 7508
ALHAMBRA, CA 91802-7508

THIS SPACE FOR PUBLIC WORKS USE

VENDOR REGISTRATION WITH THE COUNTY OF LOS ANGELES

All potential bidders/proposers with the County of Los Angeles are required to register in WebVen and have a valid vendor number assigned to them. The vendor number is required by the Auditor-Controller and is necessary for any payments to be made to a contractor who is awarded a County project. Vendor registration can be done online at <http://camisvr.co.la.ca.us/lacobids/> or calling the County's Internal Service Department Central Purchasing Vendor Relations Unit at (323) 267-2725. If you are awarded a contract and you do not have a valid vendor number, your payments will be delayed until you are registered.

AS-NEEDED ENVIRONMENTAL SERVICES
FOR
WATER RESOURCES CORE SERVICE AREA

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 6 day of June, 2018.

BY AND BETWEEN

COUNTY OF LOS ANGELES, State of
California, hereinafter referred to as County,

AND

SAPPHOS ENVIRONMENTAL, INC.,
a California Corporation,
hereinafter referred to as Consultant,

The parties hereto do mutually agree as follows:

1. Definition

County means collectively the County of Los Angeles, acting for itself and acting on behalf of the Los Angeles County Flood Control District, the County of Los Angeles Waterworks Districts, and the Consolidated Sewer Maintenance District of the County of Los Angeles; and includes acting as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.

2. Consultant's Services

The scope of work shall be as outlined in the Scope of Services, Attachment 1. Consultant's proposal, Request for Proposals – RFP No. AED7740082, and all addenda/notices to the RFP, are incorporated herein as a part of this Contract. In the event that any conflict or inconsistency between this Contract and Consultant's proposal are found, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and the attachments to the Contract.

No work shall commence on this project until a written Notice to Proceed is issued by County. County does not guarantee or promise that any work will be assigned to Consultant under this contract until a written Notice to Proceed is issued by the County. Consultant is also referred herein as Contractor.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Paragraph 2 above, including receipt and acceptance of such work by Director of the County of Los Angeles Department of Public Works (hereinafter called Director), County agrees to pay Consultant **a maximum not to exceed fee of Five Million Eight Hundred Eighteen Thousand Dollars (\$5,818,000)** in the manner set forth immediately below and according to the Schedule of Prices attached to this Agreement as **Attachment 3**. County does not guarantee any work or services of any specific monetary amount under this Contract.

Consultant shall invoice County upon the completion of tasks, subtasks, deliverables, and other additional services specified in this Agreement, Scope of Work, and any change orders, as applicable, and which have been approved in writing by the County.

- a. Payments for the work accomplished shall be made upon verification and acceptance of such work by Director, as stated in the Scope of Services, **Attachment 1**. Invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.
- b. At the sole discretion of the Director, or his/her designee, the initial not-to-exceed contract amount may be supplemented by up to twenty-five percent (**25%**) of the original contract amount. The amendment shall be executed in accordance with Paragraph 49 Supplemental/Amendment. Work will be based on Consultant's Schedule of Prices attached to this Agreement as **Attachment 3**.
- c. Consultant shall not proceed with additional services not set forth in the scope of work or perform services outside the Contract Term without an amendment to this Agreement as set forth in Paragraph 49. Consultant will not be paid for any expenditure beyond the Contract amount stipulated without an amendment to this Agreement.
- d. No Payment for Services Provided Following Expiration/Termination of Agreement: Consultant shall have no claim against County for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Agreement.

- e. If requested by the Consultant, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the contract renewal date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Upon approval of a COLA, a notification will be sent to the Consultant.
- f. Consultant will notify County when Contract amount has been incurred up to 75% of the Contract total.

4. Equipment and Supplies

Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services at Consultant's sole cost and expense.

5. County's Responsibility

County will make available drawings, specifications, and other records as available in County Department of Public Works' file. Notwithstanding the foregoing, County does not represent the accuracy of the content of said materials.

6. County's Representative

Director or Director's authorized representative, shall represent County in all matters pertaining to the services to be rendered pursuant to this Agreement.

7. Term

- a. The term of this Agreement shall be for a period of **three (3)** years commencing on the date of full execution of the contract. At the sole discretion of the County, this Agreement may be extended for **one (1)** additional one-year term, not to exceed a total contract period of **four (4)** years. No work will proceed until a Notice to Proceed is issued by the County.
- b. The Consultant shall notify Public Works when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Consultant shall send written notification to Public Works at the address herein provided in Notices Paragraph.

- c. If the County authorizes the Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Agreement shall be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project.

8. Assignment and Delegation

- a. Consultant shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Consultant may have against County.
- b. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- c. Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

9. Authorization Warranty

The Consultant represents and warrants that the person executing this Contract for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Contract and that all requirements of the Consultant have been fulfilled to provide such actual authority.

10. Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Consultant under this Contract shall also be reduced correspondingly. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Consultant shall continue to provide all of the services set forth in this Contract.

11. Compliance with Applicable Law

- a. In the performance of this Contract, Consultant shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- b. Consultant shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Consultant, its officers, employees, agents, or subconsultants, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Paragraph shall be conducted by Consultant and performed by counsel selected by Consultant and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Consultant for all such costs and expenses incurred by County in doing so. Consultant shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

12. Compliance with Civil Rights Laws

The Consultant hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded

from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Consultant shall comply with Consultant's EEO Certification.

13. Compliance with Jury Service Program

This Contract is subject to provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, incorporated by reference and made a part of this Agreement.

- a. Unless Consultant, also referred herein as Contractor, has demonstrated to the County's satisfaction either that Contractor is not a Contractor as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- b. For purposes of this Section, Contractor means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. Employee means any California resident who is a full-time employee of Contractor. Full-time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.
- c. If Consultant is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of Contractor or if Contractor no longer qualifies

for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside the Jury Service Program's definition of Contractor and/or that Contractor continues to qualify for an exception to the Program.

- d. Contractor's violation of this Paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Contractor and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

14. Confidentiality

Consultant shall maintain the confidentiality of all records and information, proprietary information, software codes, trade secrets, confidential information, etc., whether of County or third parties, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

Consultant shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Consultant, its officers, employees, agents, or subconsultants, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Paragraph shall be conducted by Consultant and performed by counsel selected by Consultant and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Consultant for all such costs and expenses incurred by County in doing so. Consultant shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

15. Conflict of Interest

No County employee in a position to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect

financial interest in this Agreement. No officer or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph shall be a material breach of this Agreement.

16. Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List

Should the Consultant require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

17. Consideration of Hiring GAIN/GROW Program Participants

Should the Consultant require additional or replacement personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. Consultant shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

18. Background and Security Investigations

- a. Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract.

Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

- b. If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- c. County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- d. Disqualification of any member of Contractor's staff pursuant to this Paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

19. Consultant Responsibility and Debarment

- a. A responsible Consultant is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.
- b. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.
- c. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice

which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

- d. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- g. If the Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- h. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

i. These terms shall also apply to subcontractors of County Contractors.

20. Consultant's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law and Notice to Employees Regarding the Safely Surrendered Baby Law

The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Subconsultants, if any, to post this poster in a prominent position in the Subconsultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

The Consultant shall notify and provide to its employees, and shall require each Subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

21. Contractor's Warranty of Adherence to County's Child Support Compliance Program

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Failure of Contractor to maintain compliance with these requirements shall constitute a default by Contractor under this Contract.

22. County's Quality Assurance Plan

County, or its agent, will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all Contract terms and performance standards. Consultant deficiencies which County determines are severe or continuing, and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Consultant. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

23. County Rights

The County may employ, either during or after performance of this Contract, any right of recovery the County may have against the Consultant by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the County under this Contract are in addition to any right or remedy provided by California law.

24. Damage to County Facilities, Buildings Grounds

- a. When applicable, the Consultant shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- b. If the Consultant fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

25. Employment Eligibility Verification

Consultant warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant shall retain such

documentation for all covered employees for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Consultant or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

26. Facsimile/Electronic Representations

The County and the Consultant hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the amendments prepared, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to amendments to this Contract, such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

27. Fair Labor Standards

Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Consultant's employees for which County may be found jointly or solely liable.

28. Force Majeure

- a. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subconsultants), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").
- b. Notwithstanding the foregoing, a default by a subconsultant of Consultant shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subconsultant, and without any fault or negligence of either of them. In such case, Consultant shall not be liable for failure to perform, unless the goods or services to be furnished by the subconsultant were obtainable from other sources in sufficient time to permit Consultant to meet the required performance schedule. As used in this sub-paragraph, the term "subconsultant" and "subconsultants" mean subconsultants at any tier.

- c. In the event Consultant's failure to perform arises out of a force majeure event, Consultant agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

29. Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

30. Independent Consultant Status

This Agreement is by and between County of Los Angeles and Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant. Consultant understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of County.

Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this Agreement.

31. Indemnification and Insurance

The Indemnification and Insurance Provisions are set forth in Attachment 2 of this Agreement.

32. Liquidated Damages

- a. If, in the judgment of the Director, or his/her designee, the Consultant is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies

provided herein, may withhold the entire monthly payment or deduct pro rata from the Consultant's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Consultant from the County, will be forwarded to the Consultant by the Director, or his/her designee, in a written notice describing the reasons for said action.

- b. If the Director or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Consultant over a certain time span, the Director, or his/her designee, will provide a written notice to the Consultant to correct the deficiency within specified time frames. Should the Consultant fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Consultant's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Consultant to correct a deficiency within the specified time frame. The parties hereby agree that under the such circumstances a reasonable estimate of the minimum value of the costs of such damages per infraction is Five Hundred Dollars (\$500) per day, plus any regulatory fines imposed on the County resulting from the deficiencies, and that the Consultant shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Consultant; and/or (c) Upon giving five (5) days' notice to the Consultant for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Consultant, will be deducted and forfeited from the payment to the Consultant from the County, as determined by the County.
- c. The action noted in this Paragraph shall not be construed as a penalty, but as adjustment of payment to the Consultant to recover the County cost due to the failure of the Consultant to complete or comply with the provisions of this Contract.
- d. This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in Paragraph b above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

33. Most Favored Public Entity

If the Consultant's prices decline, or should the Consultant at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

34. Nondiscrimination and Affirmative Action

- a. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- b. The Consultant shall certify to, and comply with, the provisions of Consultant's EEO Certification.
- c. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- d. The Consultant certifies and agrees that it will deal with its subconsultants, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- e. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- f. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by the County.
- g. If the County finds that any provisions of this Paragraph have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

- h. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

35. Non-Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Contract shall not restrict Department from acquiring similar, equal or like goods and/or services from other entities or sources.

36. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

37. Notice of Disputes

The Consultant shall bring to the attention of the County's Project Manager and/or County's Project Manager's Supervisor any dispute between the County and the Consultant regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Manager's Supervisor is not able to resolve the dispute, the Director of Public Works or his/her designee shall resolve it.

38. Notice to Employees Regarding the Federal Earned Income Credit

Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

39. Contractor CARD Track/Monitoring Database

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

40. Notices

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows:

COUNTY

Department of Public Works
Business Relations and Contracts Division
900 South Fremont Avenue, 8th Floor
Alhambra, CA 91803
(626) 300-2346

CONSULTANT

Sapphos Environmental, Inc.
450 North Halstead Street
Pasadena, CA 91107
(626) 683-3547, Ext. 103

The address for notice may be changed by giving notice pursuant to this paragraph.

41. Ownership of County Materials

- a. Consultant and County agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Agreement and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, are and/or shall be the sole property of County (hereafter collectively, "County Materials"). Consultant hereby assigns and transfers to County all Consultant's right, title and interest in and to all such County Materials developed under this Agreement.

Notwithstanding such County ownership in the County Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this Contract. During and for a minimum of five years subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

- b. Consultant shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Consultant's right, title and interest in and to the County Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, title and interest, including, but not limited to copyrights, trademarks, and

patents, in and to the County Materials.

- c. Consultant represents and warrants that the County Materials prepared herein under this Agreement, are the original work of Consultant and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.

Consultant shall defend, indemnify and hold County harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Consultant. Consultant will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Consultant and used within the scope of this Agreement infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Consultant will pay any costs, damages and attorney's fees incurred by County. County will notify Consultant promptly and in writing of any such action or claim and will permit Consultant to fully participate in the defense thereof.

- d. Consultant shall affix the following notice to all County Materials: "© Copyright 2015 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Consultant shall affix such notice on the title page of all images, photographs, documents and writings, and otherwise as County may direct.
- e. County shall also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Agreement. County will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the County Materials.
- f. If directed to do so by County, Consultant will place the County name and County logo on County Materials developed under this Agreement. Consultant may not, however, use the County name and County logo on any other materials prepared or developed by Consultant that falls outside the scope of this Agreement.

42. Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Consultant and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way

intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

43. Prohibition from Participation in Future Solicitation(s)

Neither Consultant nor any subsidiary of or subcontractor to Consultant shall participate in any way in any future solicitation conducted by County that includes or is based upon any solicitation document that is developed as a result of the services rendered by Consultant under this Agreement. As this prohibition applies to subcontractors of the Consultant, Consultant shall notify any subcontractors providing services under this Agreement of this prohibition before they commence work under this Agreement. Any response to a solicitation submitted by Consultant or by any subsidiary of or subcontractor to Consultant in violation of this provision shall be rejected by County. This provision shall survive the expiration or other termination of this Agreement.

44. Public Records Act

- a. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Record Retention and Inspection/Audit Settlement Paragraph of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- b. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Consultant agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

45. Publicity

- a. The Consultant shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify its services and related clients to sustain itself, the County shall not inhibit the Consultant from publishing its role under this Contract within the following conditions:

- i. The Consultant shall develop all publicity material in a professional manner; and
 - ii. During the term of this Contract, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director of Public Works or his/her designee. The County shall not unreasonably withhold written consent.
- b. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph shall apply.

46. Record Retention and Inspection/Audit Settlement

The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- a. In the event that an audit of the Consultant is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- b. Failure on the part of the Consultant to comply with any of the provisions of this Paragraph shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

- c. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Consultant regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

47. Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Contract.

48. Subcontracting

- a. The requirements of this Contract may not be subcontracted by the Consultant without the advance approval of the County. Subconsultants listed in the Consultant's Proposals are approved by County, unless otherwise indicated by County. Any attempt by the Consultant to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- b. If the Consultant desires to subcontract, the Consultant shall provide the following information promptly at the County's request.
- A description of the work to be performed by the Subconsultant;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- c. The Consultant shall indemnify and hold the County harmless with respect to the activities of each and every Subconsultant in the same manner and to the same degree as if such Subconsultant(s) were the Consultant employees.
- d. The County does not have contractual privity with the subconsultant. The Consultant shall remain fully responsible for all performances required of it under this Contract, including those that the Consultant has determined to subcontract. Consultant shall remain fully responsible for services rendered by any subconsultant pursuant to a subcontract between the Consultant and subconsultant.

- e. The Consultant shall be solely liable and responsible for all payments or other compensation to all Subconsultants and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- f. The Consultant shall obtain certificates of insurance, which establish that the Subconsultant maintains all the programs of insurance required by the County from each approved Subconsultant. The Consultant shall ensure delivery of all such documents to:

Department of Public Works
Business Relations and Contracts Division
Contracts & Operations, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 300-2346

before any Subconsultant employee may perform any work hereunder.

49. Supplemental/Amendment

- a. For any change which affects the scope of work, Term, Contract Sum, payments, or any term or condition included under this Contract, a Supplement or an Amendment shall be prepared and executed by the Consultant and by Director.
- b. The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, a Supplement or an Amendment to the Contract shall be prepared and executed by the Consultant and by the Director.
- c. The County, at its sole discretion, may authorize extensions of time as defined in Paragraph 7, Term. The Consultant agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, a Notice to the Consultant will be prepared by County unless the term extension is applied automatically in accordance with Paragraph 7.c.

50. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Contractor's Warranty of Adherence to County's Child Support Compliance Program Paragraph, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be

grounds upon which the County may terminate this Contract pursuant to Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

51. Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.

Failure of Contractor to maintain compliance with the requirements set forth in "Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

52. Termination for Convenience

- a. This Contract may be terminated, in whole or in part, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Consultant specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than three (3) days after the notice is sent.
- b. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall 1) stop work under this Contract on the date and to the extent specified in such notice, and 2) complete performance of such part of the work as shall not have been terminated by such notice.
- c. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Contract shall be maintained by the Consultant in accordance with Record Retention and Inspection/Audit Settlement Paragraph.
- d. County shall not incur any liability to Consultant, other than payment for work already performed, up to the date of termination.

53. Termination for Default

- a. The County may, by written notice to the Consultant, terminate the whole or any part of this Contract, if, in the judgment of the Director or Public Works or his/her designee:
 - Consultant has materially breached this Contract; or
 - Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Consultant fails to demonstrate a high probability of timely fulfillment of

performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- b. In the event that the County terminates this Contract in whole or in part as provided in this Paragraph, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Consultant shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- c. Except with respect to defaults of any Subconsultant, the Consultant shall not be liable for any such excess costs of the type identified in above sub-paragraph if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and Subconsultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required performance schedule. As used in this Paragraph, the term "Subconsultant(s)" means Subconsultant(s) at any tier.
- d. If, after the County has given notice of termination under the provisions of this Paragraph, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Convenience Paragraph.
- e. The rights and remedies of the County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

54. Termination for Improper Consideration

County may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any

form, was offered or given by Consultant, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Consultant's performance pursuant to the agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

55. Termination for Insolvency

- a. The County may terminate this Contract forthwith in the event of the occurrence of any of the following: 1) Insolvency of the Consultant. The Consultant shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code; 2) The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code; 3) The appointment of a Receiver or Trustee for the Consultant; or 4) The execution by the Consultant of a general assignment for the benefit of creditors.
- b. The rights and remedies of the County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

56. Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

57. Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

58. Time Off for Voting

The Consultant shall notify its employees, and shall require each subconsultant to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Consultant and subconsultants shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

59. Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter. 2.206.

60. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

61. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

62. Warranty Against Contingent Fees

- a. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- b. For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

63. Prevailing Wage Requirements

This work includes prevailing wage and non-prevailing wage work.

a. Prevailing Wages

When applicable, the services provided in this Contract constitute "public works" as defined in California Labor Code 1720, and are therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at www.dir.ca.gov/dlsr/pwd/index.htm. The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, the utilization of apprentices in accordance to LC 1777.5, and the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the County Department of Public Works, Construction Division, and will be made available for inspection by request to the Contract Administrator. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

b. Work Records

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

c. Posting of Notices

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite notices required by 8 California Code Reg. §16451(d):

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all contractors and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity, which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number:

*Division of Labor Standards Enforcement Office
320 West Fourth Street, Suite 450
Los Angeles, CA 90013
(213) 620-6330*

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works Contract, and the location and name of

the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>."

d. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner.

- e. When requested by the County, electronic certified payroll records must be submitted to the County, through an online system designated by the County.

64. Mental Health Services for Critical Incidents

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.

65. Local Small Business Enterprise/Social Enterprise/Disabled Veterans Business Enterprise Utilization:

When requested by the County, the Consultant shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subconsultants, including but not limited to the following information: the name, business address and telephone number/email address of each subconsultant.

In addition, the Consultant shall be required to provide each of the specified subconsultant's Local Small Business Enterprise (LSBE), (i.e., whether any of the listed subcontractors are Local SBE's), Social Enterprise (SE) status, and Disabled Veterans Business Enterprise (DVBE) status, and the proposed monetary amount of the work the subconsultant will perform on each Notice to Proceed. At the time of submittal of each invoice, the consultant shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subconsultant who performed work on the project.

The subconsultant may be requested to confirm receipt of the actual payment to the subconsultant by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Article. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in this Consultant Services Agreement, Paragraph 32, Liquidated Damages, and that the Consultant shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Consultant is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in the Consultant Services Agreement, may deduct and withhold liquidated damages from County's final payment to the Consultant.

66. Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

67. Entire Agreement

This Contract constitutes the entire Agreement between County and Consultant and may be modified only by further written Agreement between the parties hereto.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of the Department of Public Works, and the Consultant has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers the day, month, and year herein first above written.

COUNTY OF LOS ANGELES

SAPPHOS ENVIRONMENTAL, INC.

By 
Deputy Director
Department of Public Works

By 
President

By 
Secretary

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By 
Senior Deputy County Counsel

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

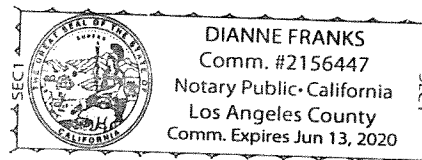
On April 28, 2018 before me, DIANNE FRANKS, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared SARAH M. Campbell,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Dianne Franks (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

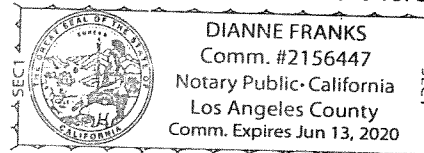
County of LOS Angeles

On April 28, 2018 before me, DIANNE FRANKS, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared MARIE C. CAMPBELL
who proved to me on the basis of satisfactory evidence to be the person(●) whose name(●) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the
person(●), or the entity upon behalf of which the person(●) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Dianne Franks (Seal)

AS-NEEDED ENVIRONMENTAL SERVICES
FOR
WATER RESOURCES CORE SERVICE AREA

The services to be rendered by the Consultant shall include all services and provisions as described in the County's Request for Proposals dated May 8, 2017, all Notice to Proposers, and the Consultant's proposal dated May 22, 2017, except to the extent they are inconsistent with this attachment and the terms of this Agreement. Consultant's work shall consist of all such services as are customarily rendered when providing as-needed environmental services for Water Resources Core Service Area. The work shall include, but not be limited to, the following:

SCOPE OF SERVICES

The County of Los Angeles (County), the Los Angeles County Flood Control District, the County of Los Angeles Waterworks Districts, and the Consolidated Sewer Maintenance District of the County of Los Angeles (collectively as County) desire to engage consultants who will utilize in-house personnel and subcontractors who have skilled experience and expertise with project management of highly publicized projects and who will provide a proficient level of quality assurance and quality control (QA/QC). The Consultant must meet County's deadlines for report submittals, because County has submittal deadlines that are specified in their permits and agreements with the regulatory agencies. Non-adherence to these regulatory agencies' deadlines can lead to permit/agreement violations and penalties by the regulatory agencies.

The County is seeking quality consulting firms with experience in: native habitat preservation, restoration and creation, environmental document preparation, environmental permitting, permit compliance, environmental planning, surveying of biological, ecological, cultural and other environmental resources, monitoring, reporting, consultation, conducting feasibility studies, water quality, soil, air quality/climate change, and noise analysis, re-vegetation, arborists and landscape managing, vector, pest, and aquatic spraying, working with habitat conservation agencies handling southern California native and exotic biological resources, landscaping with southern California native species, handling and management of southern California cultural/tribal resources, and public relations.

The scope of services requested on this contract is listed below. Consultant shall provide all labor and personnel certifications/licenses, materials, equipment, storage, and disposal necessary to complete the Tasks a through f below. In particular, Consultants shall include in their project teams in-house personnel or subcontractors who have the necessary Federal and State licenses and/or permits to:

- Survey for and physically handle sensitive species that do or potentially inhabit maintenance and project sites in Los Angeles County, including but not limited to the arroyo toad (*Anaxyrus californicus*), coastal California gnatcatcher (*Polioptila californica californica*), and southwestern willow flycatcher (*Empidonax traillii extimus*).
- Undertake pest, vector, and aquatic species control and landscaping associated with native habitat preservation, restoration, and creation.

It is highly desirable to include in-house personnel or subcontractors who have the necessary Federal and State licenses and/or permits to survey for and physically handle sensitive fish species that do or potentially inhabit project sites in Los Angeles County, including, but not limited to, the Santa Ana sucker (*Catostomus santaanae*) and unarmored threespine stickleback (*Gasterosteus aculeatus williamsonii*).

Also, the Consultant should have in-house personnel sufficient to fully perform at least one of the categories of services specified in Sections a, b, c, and d in this Exhibit.

The Consultant shall provide a supervisor/administrator with at least 7 years, preferably 20 years or more, of experience involved with providing the Scope of Services herein for projects in Southern California. The Consultant's designated supervisor/administrator shall be directly employed by the Consultant. The Consultant's designated supervisor/administrator shall have strong coordination and negotiating skills, and a strong commitment to advocate, as legally allowable, for the best interests of the County.

a. Environmental Documentation Services

Prepare on behalf of the County environmental documents, including but not limited to California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) documents, as necessitated by the specific project scope, master plan or program, including but not limited to: environmental planning; field resource services and activities (e.g., biological and cultural/tribal/archeological to comply with State and Federal laws); biological and water quality monitoring; literature and electronic database reviews; initial studies; technical studies (e.g. air quality, traffic, noise, climate change, geotechnical, hydrology, water quality, aesthetics, etc.); feasibility studies, including biological technical assessments, hydraulic technical analysis; documentation; public meetings; and publications. Consultants shall be capable of providing these services through the use of their staff or subcontractors, if necessary.

The Consultant shall provide a Project Team that includes senior and expert personnel who have at least 7 years, preferably 20 years or more, of experience in Federal and State laws, rules and regulations regarding air quality, biological resources, water quality, and cultural resources in Southern California. These senior and expert personnel shall be readily available to work in Southern California and be actively involved with providing the requested services. These

senior and expert personnel shall be thorough in their analyses and possess, and preferably have a proven track record of, strong skills in successfully preparing responses or responding on behalf of the County to comments from contentious stakeholders. Consultants must be able to support and defend all information they provide as part of the environmental documentation. If subconsultants are used for any of the tasks under the Scope of Services, the desired experience shall apply to the subconsultants.

b. Regulatory Permit Services

Assist the County in their procurement of regulatory permits, as necessitated by specific project scope, master plan, or program, including but not limited to: preparation of permit applications; providing field resource services, activities and reports (e.g., biological and cultural/tribal/archeological to comply with State and Federal laws); preparing impact analyses and reports; performing specialized studies (e.g. hydrology, feasibility studies, hydraulics and risk assessments, water quality assessments, biological technical assessments, sediment transport, geomorphology, etc.) and reports; performing jurisdictional assessments and reports; and participating in regulatory agency and/or public communication, meetings and hearings. Consultants shall be capable of providing these services through the use of their staff or subcontractors, if necessary.

The Consultant shall provide a Project Team that includes senior and expert personnel who have at least 7 years, preferably 20 years or more, of experience with the Federal Clean Water Act, the State's Porter-Cologne Act, the Federal and State Endangered Species Acts, the Federal Migratory Bird Treaty Act of 1918, and the sections of the State's Fish and Game Code regarding protection of plant, aquatic and terrestrial species, including but not limited to, migratory birds in Southern California. These senior and expert personnel shall be readily available to work in Southern California and be actively involved with providing the requested services. They shall also possess, and preferably have a proven track record of strong negotiating skills for interacting with the regulatory agencies, and a strong commitment to advocate, as legally allowable, for the best interests of the County. If subconsultants are used for any of the tasks under the Scope of Services, the desired experience shall apply to the subconsultants.

c. Environmental Permit Compliance Services

Assist the County in their compliance with environmental conditions specified by all pertinent permits and/or agreements for a specific project scope, master plan, or program, including but not limited to: conducting pre-construction surveys and preparing reports; conducting sensitive species protection planning including nesting bird surveys and management, species relocation, plan implementation, monitoring and reporting; conducting best management practice and exclusion device installation and maintenance; conducting air quality, biological, aquatic species and vector control, cultural/tribal/archeological, water quality monitoring;

environmental documentation, monitoring and reporting (e.g., air quality, biological, cultural/ tribal/archeological, water quality) of construction activities; post-construction environmental documentation, monitoring, and reporting (e.g., air quality, biological, cultural/tribal/archeological, water quality); and participating in regulatory agency and/or public communication, meetings, and hearings. Consultants shall be capable of providing these services through the use of their staff or subcontractors, if necessary.

The Consultant shall provide a Project Team that includes senior and expert personnel who have at least 7 years, preferably 20 years or more, of experience with the Federal Clean Water Act, the State's Porter-Cologne Act, the Federal and State Endangered Species Acts, the Federal Migratory Bird Treaty Act of 1918, and the sections of the State's Fish and Game Code regarding protection of plant, aquatic and terrestrial species, including but not limited to, migratory birds in Southern California. These senior and expert personnel shall be readily available to work in Southern California and be actively involved with providing the requested services. They shall also possess, and preferably have a proven track record of, strong negotiating skills for interacting with the regulatory agencies, a strong commitment to advocate, as legally allowable, for the best interests of the County, and a strong commitment to meet reporting deadlines. If subconsultants are used for any of the tasks under the Scope of Services, the desired experience shall apply to the subconsultants.

d. Mitigation

Assist the County in their compliance with environmental mitigation measures established on all pertinent permits and/or agreements for a specific project scope, master plan, or program, including but not limited to: preparing mitigation plans and success criteria; working with third party and state/federal habitat conservancies to find, negotiate, and purchase mitigation opportunities; conducting habitat preservation, creation and restoration planning, site preparation, seeding, planting, irrigation, plant and site protection (e.g., caging, fencing), in-stream silt removal/gravel replacement, maintenance, and monitoring; conducting vegetation removal planning, implementation, disposal, maintenance, and monitoring; preparing mitigation documentation and reporting; and participating in regulatory agency and/or public communication, meetings and hearings. Consultants shall be capable of providing these services through the use of their staff or subcontractors, if necessary.

The Consultant shall provide a Project Team that includes senior and expert personnel who have at least 7 years, preferably 20 years or more, of experience with the Federal Clean Water Act, the State's Porter-Cologne Act, the Federal and State Endangered Species Acts, the Federal Migratory Bird Treaty Act of 1918, the sections of the State's Fish and Game Code regarding protection of plant, aquatic and terrestrial species, including but not limited to, migratory birds, and Federal and State agencies' laws, rules, regulations, guidelines and policies

regarding compensatory mitigation and habitat restoration in Southern California. These senior and expert personnel shall be readily available to work in Southern California and be actively involved with providing the requested services. They shall have sufficient expertise to seamlessly maintain continuity on ongoing mitigation projects, including but not limited to those that started prior to this contract with the Consultant. They shall also possess, and preferably have a proven track record of, strong negotiating skills for interacting with the regulatory agencies, a strong commitment to advocate, as legally allowable, for the best interests of the County, and a strong commitment to meet reporting deadlines. If subconsultants are used for any of the tasks under the Scope of Services, the desired experience shall apply to the subconsultants.

e. Community Outreach and Public Relations

Assist the County with community outreach and public relations as necessitated by a specific project scope, master plan or program. The goals of the effort are to: engage, involve, inform, and educate the wide range of stakeholders (e.g., community members, activists, regulators, elected officials, the media) about the purpose, scope, concepts, environmental issues or other technical issues of the project/master plan/program; and build trust and credibility with the stakeholders for the project/master plan/program. The Consultant's tasks may include but not be limited to: defining the nature, scope, expected and actual output of public participation activities; developing public participation plans and promotions; arranging for and handling the logistics of community meetings (e.g., identifying and securing meeting venues, audio/visual equipment, tables and chairs; making and posting signs; providing refreshments; signing in meeting attendees; facilitating meetings); preparing public outreach materials (e.g., fact sheets, e-newsletters, pamphlets, press releases, advertisements, public notices, flyers); and preparing meeting summaries and responses to questions. Maintaining and enhancing stakeholder trust and credibility with them will be critical to the success of these projects, master plans and programs, since they will likely undergo close scrutiny. The Consultant shall be capable of providing these services through the use of their staff or subcontractors, if necessary.

The Consultant shall provide a Project Team that includes senior and expert personnel who have at least 7 years, preferably 20 years or more, and a proven track record of experience with controversial public agency projects in Southern California; responding to stakeholders' misconceptions of projects and their impacts; and responding to potentially disruptive stakeholder actions or behaviors. These senior and expert personnel shall be readily available to work in Southern California and be actively involved with providing the requested services. They shall also possess, and preferably have a proven track record of, a strong commitment in representing the best interests of the County. If subconsultants are used for any of the tasks under the Scope of Services, the desired experience shall apply to the subconsultants.

f. Water Quality Monitoring

Assist the County in their compliance with water quality regulations and permits, as necessitated by drinking water, stormwater, and wastewater requirements, including but not limited to: water quality monitoring, sampling, testing, and reporting; identification of water testing laboratories sufficient to meet the testing requirements; and coordination with the water testing laboratories regarding water quality analyses, monitoring, and reporting. Consultants shall be capable of providing these services through the use of their staff, subcontractors, and/or laboratories. Reporting of water quality analytical results and QA/QC data to comply with the County's National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit No. CAS004001 shall be done in California Environmental Data Exchange Network (CEDEN) electronic format in accordance with 40 CFR Part 122.41 and the County's NPDES MS4 Permit, Section XIV —Standard Monitoring and Reporting Provisions of Attachment E, located at:

https://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/municipal/los_angeles_ms4/2016/R4-2012-0175-Att E amended.pdf

The Consultant shall identify laboratories that can be utilized for water quality analysis based on drinking water, stormwater, and wastewater standards. A list of key constituents frequently analyzed is included (Exhibit B). Public Works makes no guarantee of the completeness of the list. These laboratories shall meet the following requirements:

- Environmental Laboratory Accreditation Program (ELAP) certification.
- Drinking Water: All analyses shall be required to be conducted in accordance with Title 22 of the California Code of Regulations for Domestic Water Quality and Monitoring Regulations [CCR Title 22, Section 64400], Disinfectant Residuals, Disinfection Byproducts, and Disinfection Byproduct Precursors [CCR Title 22, Section 64530], California Waterworks Standards [CCR Title 22, Section 645511, and Lead and Copper Monitoring [CCR Title 22, Section 64670].
- Stormwater: Analyses requirements are included in the NPDES MS4 Permit No. CAS004001, Monitoring and Reporting Program No. CI-6948 for Order R4-2012-0175, Attachment E, Section XIV —Standard Monitoring and Reporting Provisions. Some key highlights are indicated below:
 - All analyses must be conducted according to test procedures approved under 40 CFR Part 136 for the analysis of pollutants, unless other test procedures are required under 40 CFR subchapter N or O.
 - Analyses shall be conducted by a laboratory that has participated in, or is committed to participating in "Intercalibration Studies" for storm

water pollutant analysis conducted by the Stormwater Monitoring Coalition (Stormwater Monitoring Coalition Laboratory Document, Technical Report 420 (2014).

- Water Column Toxicity testing shall be conducted in accordance with the State Water Resources Control Board's Policy for Toxicity Assessment and Control, and as indicated in NPDES MS4 Permit No. CAS004001, Attachment E, Section XII - Aquatic Toxicity Monitoring Methods.
- Wastewater: All analyses shall be required to be conducted in accordance with the latest edition of "Guidelines Establishing Test Procedures for Analysis of Pollutants" [40 CFR Part 136] promulgated by the U.S. Environmental Protection Agency. [CCR Title 23, Section 2230].

Note: Requirements can be met by a single laboratory or a combination of laboratories identified in the proposal.

DELIVERABLES

Deliverables will vary and will be determined by Public Works for each project.

SCHEDULE

Work shall be performed on an as-needed basis. Specified services required for a project will be assigned to the Consultant through the issuance of Task Orders on an as-needed basis.

When specified services are needed, the County will request the Consultant (through Task Orders) to prepare a work plan, a list of the tasks/deliverables, project team components, project schedule and a cost estimate of the task order for the County to review and approve. No work will proceed until a Notice to Proceed is issued by the County for each task order. No optional tasks will be conducted without prior approval from the County.

COMPENSATION

The Consultant's total basic service fee shall not exceed \$5,818,000. The Consultant shall submit monthly invoices for review and approval by the County. The Consultant shall be compensated monthly, based on work completed or certain milestone completion date and approval by the County. *Public Works will reimburse the Consultant for additional copies of reports and any other written requests outside the Scope of Services. County Project Manager preapproval in writing will be required for special costs, such as courier/overnight services or outside copying. Mileage is not reimbursable, unless pre-approved in writing by County.*

Consultant shall be paid on an hourly basis according to the job title and hourly rate of each employee performing the work as set forth in the Consultant's Schedule of Prices (**ATTACHMENT 3**). The County shall allow Cost of Living Adjustments to the Consultant's fee schedule as defined in Section 3e of this Contract.

- *Public Works will not pay a mark-up on hourly rates for the services of any subconsultants that were included in Consultant's original proposal.*
- *Public Works will not pay a mark-up on hourly rates for the services of any Consultant employee or subconsultant that were included in Consultant's original proposal if the selected employee or subconsultant is no longer available at the time of selection to provide services during the duration of the Contract; or,*
- *If California Department of Fish and Wildlife or any of the other regulatory agencies whom the County must obtain permits from, determines the selected employees or subconsultants to be unqualified to provide the services covered under this Contract.*
- *Consultant must have prior written permission from Public Works to use any subconsultants or staff not included in Consultant's original proposal.*

Invoices shall conform to Public Works' Invoicing Instructions.

Invoices shall include a detailed backup for work completed and all authorized reimbursable expenses incurred.

Any related-work requested but not listed under the Scope of Services or the Schedule of Prices shall be negotiated by the County and the Consultant and may include an additional charge of up to 10%, at the sole discretion of the County only if pre-approved in writing by the County.

INDEMNIFICATION AND INSURANCE PROVISIONS**I. INDEMNIFICATION**

The Consultant shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

II. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in paragraphs II and III of this Attachment. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be emailed to the Contract Administrator.

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

K. Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

III. INSURANCE COVERAGE

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

Schedule of Prices Los Angeles County Department of Public Works Water Resources Core Service Area As-Needed Environmental Services Contract 3/28/2018	
Sapphos Environmental, Inc.	
Title	Rate
Principal/Supervisor/Administrator	264.00
QA/QC Manager	226.00
Technical Specialist Manager	199.00
Senior Project Manager	146.00
Project Manager	120.00
Engineer/Environmental Planner	86.00
Associate Engineer/Environmental Planner	65.00
Principal Biologist/Wildlife Biologist/Botanist	166.00
Senior Biologist/Wildlife Biologist/Botanist	146.00
Biologist/Wildlife Biologist/Botanist	120.00
Associate Biologist/Wildlife Biologist/Botanist	86.00
Biological Field Monitor	65.00
Principal Ecologist/Restoration Ecologist	160.00
Senior Ecologist/Restoration Ecologist	150.00
Ecologist/ Restoration Ecologist	120.00
Associate Ecologist/Restoration Ecologist	100.00
Cultural Resources Specialist/Manager	166.00
Associate Cultural Resources Specialist	146.00
Assistant Cultural Resources Specialist	95.00
Senior Archaeologist/Paleontologist	166.00
Associate Archaeologist/Paleontologist	95.00
Archaeo/Paleo Field Monitor	95.00
Senior Regulatory Permitting Specialist	199.00
Regulatory Permitting Specialist	146.00
Associate Regulatory Permitting Specialist	120.00
Principal Air/Noise Specialist	199.00
Senior Air/Noise Specialist	146.00
Air/Noise Specialist	120.00
Associate Air/Noise Specialist	86.00
Assistant Air/Noise Specialist	65.00
Principal Hydrology Engineer/Scientist	249.00
Senior Hydrologist/Water Quality Specialist	161.00
Hydrologist/Water Quality Specialist	129.00
Associate Hydrologist/Water Quality Specialist	112.00
Principal Geology/Geotechnical/Soils Specialist/Engineer	242.00

Sapphos Environmental, Inc.	
Title	Rate
Senior Geology/Geotechnical/Soils Specialist/Engineer	221.00
Geology/Geotechnical/Soils Specialist/Engineer	172.00
Associate Geology/Geotechnical/Soils Specialist/Engineer	129.00
Principal Traffic/Transportation Engineer	264.00
Senior Traffic/Transportation Engineer	172.00
Traffic/Transportation Engineer	112.00
Associate Traffic/Transportation Engineer	96.00
Assistant Traffic/Transportation Engineer	65.00
Public Outreach Specialist	125.00
Assistant Public Outreach Specialist	75.00
GIS/CAD Specialist	129.00
Assistant GIS/CAD Specialist	100.00
Certified Pesticide/Herbicide Applicator	96.00
Transcriptionist	85.00
Intern	60.00
Technical Writer/Editor	86.00
Administrative Assistant/Word Processor	73.00
Graphic Artist	96.00

Aardvark	
Title	Rate
Principal Biologist/Wildlife Biologist/Botanist	166.00
Senior Biologist/Wildlife Biologist/Botanist	146.00
Biologist/Wildlife Biologist/Botanist	120.00
Associate Biologist/Wildlife Biologist/Botanist	86.00
Biological Field Monitor	65.00

Active Pest Control	
Title	Rate
Marshland Herbicide Applicator	303.00
Sensitive Pesticide Herbicide Applicator	165.00
Certified Pesticide Herbicide Applicator	95.00
Administrative Assistant/Word Processor	73.00

Aquatic	
Title	Rate
Principal Ecologist/Restoration Ecologist	250.00
Senior Ecologist/Restoration Ecologist	200.00
Ecologist/ Restoration Ecologist	165.00
Associate Ecologist/Restoration Ecologist	112.00

BlueGreen	
Title	Rate
Principal Engineer/Environmental Planner	350.00
Senior Engineer/Environmental Planner	264.00
Engineer/Environmental Planner	86.00
Associate Engineer/Environmental Planner	65.00

CWE	
Title	Rate
Principal/Supervisor/Administrator	249.00
QA/QC Manager	244.00
Technical Specialist Manager	244.00
Project Manager	214.00
Principal Hydrology Engineer/Scientist	249.00
Hydrologist/Water Quality Specialist	161.00
Associate Hydrologist/Water Quality Specialist	112.00
GIS Specialist	123.00
Assistant GIS Specialist	102.00
Intern	65.00
Technical Writer/Editor	102.00
Administrative Assistant/Word Processor	90.00

Ecorp	
Title	Rate
Principal Ecologist/Restoration Ecologist	160.00
Senior Ecologist/Restoration Ecologist	150.00
Ecologist/ Restoration Ecologist	120.00
Associate Ecologist/Restoration Ecologist	100.00

Geosyntec	
Title	Rate
Principal Hydrology Engineer/Scientist	242.00
Senior Hydrologist/Water Quality Specialist	221.00
Hydrologist/Water Quality Specialist	172.00
Associate Hydrologist/Water Quality Specialist	129.00
Principal Geology/Geotechnical/Soils Specialist/Engineer	242.00
Senior Geology/Geotechnical/Soils Specialist/Engineer	221.00
Geology/Geotechnical/Soils Specialist/Engineer	172.00
Associate Geology/Geotechnical/Soils Specialist/Engineer	129.00

JTL Consulting Arborist	
Title	Rate
Certified Arborist	185.00

Lee Andrews Group	
Title	Rate
Public Outreach Specialist	125.00
Assistant Public Outreach Specialist	75.00

Raju Associates	
Title	Rate
Principal Traffic/Transportation Engineer	264.00
Senior Traffic/Transportation Engineer	172.00
Traffic/Transportation Engineer	112.00
Associate Traffic/Transportation Engineer	96.00
Assistant Traffic/Transportation Engineer	65.00

Veneklasen	
Title	Rate
Principal Air/Noise Specialist	199.00
Senior Air/Noise Specialist	146.00
Air/Noise Specialist	120.00
Associate Air/Noise Specialist	86.00
Assistant Air/Noise Specialist	65.00

These prices begin on the date of the full execution of the contract.

Prices may only be adjusted per the County's Cost of Living Adjustment (COLA) policy as defined in the contract.

Mileage is not reimbursable. Special circumstances may be authorized, if pre-approved in writing by County.

The Consultant shall be compensated monthly, based on work completed and approval by the County. Public Works will reimburse the Consultant for additional copies of reports and any other written requests outside the Scope of Services.

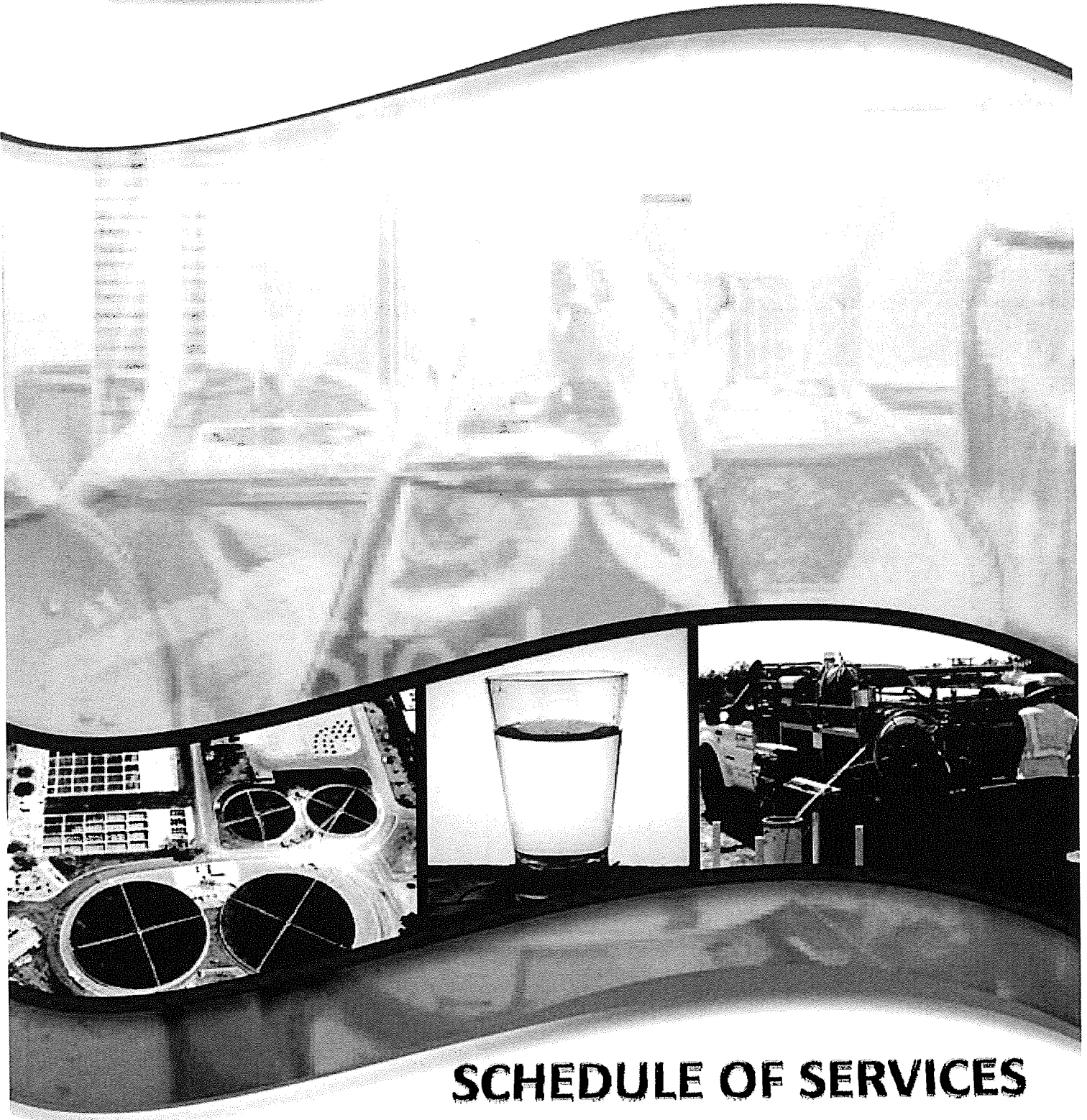
The hourly rates listed above include overhead costs, such as mileage, portal-to-portal pay, copying, phone calls, meals, supplies, and other office equipment.

Any related-work requested but not listed in the schedule of fees shall be negotiated by the County and the Consultant and may include an additional charge of up to 10% as approved in writing by the County.

Project Manager preapproval in writing will be required for special costs, such as courier/overnight services or outside copying. Invoices shall include a detailed backup for work completed and all authorized reimbursable expenses incurred with receipts. Invoices shall provide names and classifications of every staff who performed the tasks.



LABORATORIES, INC.



SCHEDULE OF SERVICES

**LABORATORIES, INC**

To Our Valued Clients,

For more than 60 years, BC Laboratories has been providing quality analytical testing services to the environmental industry. We are proud of our legacy and continuing leadership in furnishing defensible data and superior service. As needs of our clients have evolved, our services have changed to meet those needs.

We are pleased to provide you with this new Fee Schedule, containing all of our services for soil and water testing. Included in the Schedule is our newly added air testing capabilities. Continually striving to keep pace with our clients ever changing needs, we have committed our resources now and in the future.

We invite you to review this guide and also refer to our website for updated information regarding our abilities and services. No other laboratory provides the range of services for our clients that include on-line data, report generation, and daily courier service. Our desire is to provide a service that encourages you to select BC Laboratories as your partner in all endeavors which require our skills.

Sincerely,

Carolyn Jackson
President
BC Laboratories, Inc.

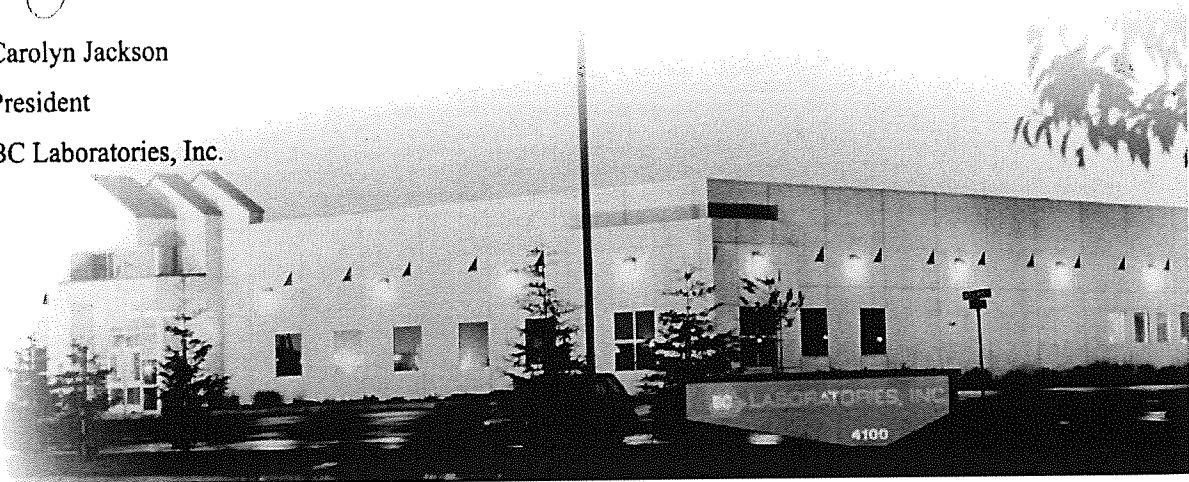


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SUMMARY OF TERMS

PRICING

Costs for analytical services listed in the fee schedule are based on single samples. Please contact Client Services for discount schedules for large numbers of samples or contract work. Special pricing may also apply on projects requiring additional services. Please see page 4 for a listing of these services. We at BC Laboratories reserve the right to change our prices without notice.

SUBCONTRACTING

Due to capacity or scope of testing issues some samples submitted may be subcontracted to another laboratory and will be billed at invoice amount plus 30% unless contract pricing applies. Shipping charges associated with subcontracting samples to other laboratories will also be charged.

PAYMENT TERMS

1. Established Accounts - Payment is due 30 days from the invoice date. Payment not received within 30 days may be charged interest at the rate of 1.5% per month (or maximum specified by law) until invoice balance is paid.
2. New Accounts - Pre-payment is required for all analytical services until an account is established. A waiver of this policy may be granted by contacting the President. Please contact the Client Services department to establish an account.

TURNAROUND TIME

Standard turnaround time for all analyses is approximately 10 working days unless otherwise specified by quotation or contract. "Rush" analyses can be arranged with prior approval, depending upon capacity. The following surcharges apply for "Rush" Analyses.

- Same Day Completion - 200%
- Next Day Completion - 100%
- 2 day rush - 50%
- 3-5 day rush - 25%
- 6-8 day rush - 20%

Note: All "Rush" analyses will be due at 5:00 p.m. on the date due. (Pacific Std. Time) unless otherwise specified.

INTRODUCING BCLabNet

BCLabNet is the ultimate communication tool that allows you to get inside our laboratory.

With **BCLabNet** you can manage a project from start to finish. You can monitor when your samples are logged into our system and check your results as the analyses are completed. Finally you can download these results into a spreadsheet and/or use the historical trending feature. All this and more can be done from anywhere you have internet access, anytime day or night! And best of all this service is free!

FEATURE LIST

- Check sample status anytime
- Access your analytical results
- Monitor trends in your samples
- Review projects since 1992
- Import preliminary results into a spreadsheet
- Access to your format of EDD's to download

GETTING STARTED

Visit our web site at www.bclabs.com/bclabnet.htm, or contact your Client Services Representative to initiate the start up process.

Join the growing number of organizations already reaping the benefits of fast access to results, effective project coordination and increased communication.



ADDITIONAL SERVICES

The additional services on this page are charged at \$75.00/hr with a 1/2 hour minimum unless specified.

FIELD SERVICE RATES

- Field Technician \$75/hour
- Vehicle \$1.25/mile

Special equipment and/or supplies used to do field testing will be billed at cost plus 20%. Mileage charged is portal to portal.

PROJECT INITIATION

- Consulting
- Sampling Plan review for compliance
- Field Service standby at site
- Customized Bottle Labels (Initial Setup)
- Same day bottle order delivery (plus mileage)
- Overnight Bottle Orders (Shipping +20%)
- Same day courier service (plus mileage)
- Custom COC (Initial Setup)
- Instruments put "on call" Call for quote
- Providing DI Water for EB's Call for quote

GAS CHROMATOGRAPHIC TESTS

1. Adding TIC'S
2. Adding Additional GC Analytes

REPORT GENERATION

- EDF Generation (20% of Project cost)
- EDD Initial Setup
- Tabulating Result Summaries
- Annual Drinking Water Report
- Customized QC Call for quote
- Client Specific QC Call for quote
- Multiple Reports Mailed (except State and County)
.....\$1/ea up to 5 then \$2/ea
- Multiple faxes\$1/ea up to 5 then \$2/ea

LOG-IN AND SPECIAL PREP

- Securing Outside Services
- Special Compositing
- Special Prep Procedures
- Special Clean-up Procedures
- STLC, DI-STLC, or TCLP set up to meet rush TAT

ANALYTICAL SERVICES

- Analyzing Bacteriological samples with extra dilutions
- Rechecking results

INVOICING

- Special Invoicing

POST PROJECT EXTRAS

- Providing Chromatograms after data package is completed
- Retrieving archived data (> 1 year old)
- Storing samples after 30 days
\$1/sample per month

OTHER

- Seminars Call for quote

SAMPLE CONTAINERS

Sample bottles are provided to clients and shipped free of charge by UPS Ground. If bottles are required on a "Rush Basis" customer will be billed for shipping costs incurred. Brass sampling tubes (2"x 6" or 2½" x 6") are also available for \$3.00 per set (a set consists of 1 brass tube, tefl on liners and two end caps). Encore sampling vials (two required per analysis) are \$8 each while the Encore T-Handle is \$150. SS sampling vials (also two per analysis) are \$5 each while the sampling vial handle is \$20.

A courtesy bottle inventory sheet is also supplied displaying the following information:

1. Quantity of bottles shipped
2. Size and bottle type
3. Label required on bottle
4. Collection and preservation instructions
5. Holding times
6. Any other pertinent information

SAMPLE INFORMATION

For each set of samples submitted, a chain-of-custody form which includes the following information is required:

1. Customer name and address
2. Project number and/or name
3. Sample information:
 - Date and time collected
 - Type of tests required
4. Name of sampler
5. Pertinent remarks

SAMPLE SUBMISSION

The following information is requested for each sample submitted.

1. Customer name, address and phone number
2. Name of person to whom report is to be sent
3. Billing information (name, address)
4. Purchase Order number
5. Description of samples
6. Tests required on each sample
7. Turnaround time required

SAMPLE STORAGE

Maximum storage time is 30 days from completion of analysis. Arrangements must be made for storage past 30 days. Long Term storage is available and will be invoiced based on the length of time and number of samples stored.

SAMPLE DISPOSAL

Samples determined to be hazardous by analysis will either be returned to client or disposed of by BC Laboratories. Water samples, normally not hazardous, may require special disposal practices based on preservation used and a disposal fee will be applied. Minimum disposal charge is \$5.00 per sample. Samples containing PCB's > 500 mg/kg will be returned to client.

DATA PACKAGES & QUALITY CONTROL REPORTING

For each project submitted, BC Laboratories will deliver a Data Package consisting of a cover letter and an analytical report. The information included in each is as follows:

Cover Letter

- A. Customer Information
- B. Project Number
- C. Authorized Signature

Analytical Report

A. Customer Information

1. Name
2. Address
3. Run Date
4. Run Time
5. Instrument ID
6. Dilution Factors

B. Sample Information

1. Description
2. Results (Detection Limits, Units, Methods)
3. MDL
4. Prep Date

If a Quality Control Report is needed, the Data Package will also include all the information from the level of quality control selected below.

QUALITY CONTROL

BC Laboratories offers a variety of QC reporting formats. Please contact a Client Services Representative for options.

QC REPORTS	QC REPORTING LEVELS		
	Normal (I)	Xtra (II)	CLP-Like (IV)
Precision and Accuracy (MS/MSD, RPD's)	X	X	X
Laboratory Control Sample	X	X	X
Method Blank	X	X	X
Preparation and Analysis	x	X	X
Calibration Summary (ICV, CCV, CCB)		X	X
Calibration			X
Raw Data			X
Supporting Data			X
Pricing	No Cost Added	5%	25%

Normal Reporting Format

- | | |
|---------------------------------------|----------------------------------|
| 1. QC Sample ID/Batch Identifier | 11. Accuracy control limits |
| 2. QC Sample Results | 12. MB results |
| 3. QC Duplicate results | 13. Preparation method |
| 4. Matrix spike results | 14. Analyst Initials |
| 5. Matrix spike duplicate results | 15. Laboratory Control Sample ID |
| 6. Spike levels | 16. LCS concentration |
| 7. Sample RPD | 17. LCS known concentration |
| 8. Spike RPD | 18. LCS percent recovery |
| 9. Precision control limits | 19. LCS control limits |
| 10. Percent recovery of matrix spikes | |



UNDERGROUND FUEL TANK ANALYSIS

METHOD		(\$ PRICE	
		AQUEOUS	NON-AQUEOUS
EPA 5030B/8020A/8021B	BTEX and MTBE Only	30.00	30.00
TVPH EPA 8015M/LUFT	Total Volatile Petroleum Hydrocarbons(C5-C14)	30.00	30.00
EPA 5035	Soil Sample Preparation (Volatiles)**		15.00
TPPH	Total Purgeable Petroleum Hydrocarbons by GC/MS	37.50	45.00
BTEX & TVPH	Combination	30.00	30.00
	Travel Blank Analysis	17.50	17.50
TPPH + BTEX +Oxygenates	TPH by GC/MS + BTEX + Oxygenates	50.00	62.50
	DIESEL RESIDUE		
TEPH EPA 8015M/LUFT	Total Extractable Petroleum Hydrocarbons (C ₁₂ - C ₂₄)*	30.00	30.00
	Travel Blank Analysis	30.00	30.00
TEPH LUFT GC/MS	Total Extractable Petroleum Hydrocarbons (C ₁₂ - C ₂₄) by GC/MS	62.50	62.50
	FUEL FINGERPRINTING		
EPA 8015M(GC-FID)	Gas, Diesel, Kerosene, Waste Oil, Naphtha	87.50	87.50
EPA 8015M(GC-FID)	Carbon Chain Determination (C8-C40)*	100.00	100.00
EPA 8015M(GC-FID)	Both: Gas, Diesel, Kerosene, Waste Oil, Naphtha	112.50	112.50
	Carbon Chain Determination (C8-C40)*		
LUFT GC/MS	Diesel, Carbon Chain Det. C10-C40-* by GC/MS	100.00	100.00
	OTHER TESTS		
EPA 1010	Flashpoint (PMCC)	Quote	Quote
Title 22 CCR 66261	Organic Lead	Quote	Quote
EPA 3050A/6010B	Total Lead	10.00	12.50
EPA-1664-HEM(O&G)	Hexane Extractable Material	32.50	37.50
EPA-1664-SGT(O&G)	Silica Gel treated HEM	37.50	42.50

* Carbon Chain Determinations may be reported in client specified ranges.

** Sample preparation by EPA 5035 may be required on certain projects. Your Client Services Representative must be notified prior to sampling in such cases in order to provide the appropriate sample containers.

HEM - Hexane Extractable Material.

SGTHEM - Silica Gel Treated Hexane Extractable Material.

O & G – Oil and Grease

TPPH – Total Purgeable Petroleum Hydrocarbons

ORGANICS CHROMATOGRAPHY

METHOD	GAS CHROMATOGRAPHY	(\$) PRICE	
		AQUEOUS	NON-AQUEOUS
EPA 615, 8150B, 8151A	Chlorinated Herbicides	87.50	87.50
EPA 608, 8080A, 8081A	Organo-Chlorine Pesticides & PCB's	67.50	67.50
EPA 614, 8140, 8141A	Organo-Phosphorous Pesticides	87.50	87.50
EPA 8080A, 8082	PCB's Only	50.00	50.00
EPA 8080A , 8082	PCB's Only (Transformer Oil Only)		50.00
8015B	Ethanol & Methanol	62.50	75.00
	PURGEABLE VOC'S		
EPA 601	Volatile Halogenated Organics by GC/MS	37.50	
EPA 602	Volatile Aromatics by GC/MS	37.50	
EPA 601/602	Both by GC/MS	60.00	
EPA 601/602	Travel Blank Analysis by GC/MS	40.00	
	HIGH PERFORMANCE LIQUID CHROMATOGRAPHY	AQUEOUS	NON-AQUEOUS
EPA 632	Carbamate and Urea Pesticides	87.50	87.50
EPA 8310/610*	Polynuclear Aromatic Hydrocarbons	60.00	75.00
EPA 8330	Explosives	150.00	QUOTE
	GAS CHROMATOGRAPHY MASS SPECTROMETRY	AQUEOUS	NON-AQUEOUS
EPA 624, 8240B, 8260B	Volatile Halogenated & Aromatics	112.50	112.50
EPA 624, 8240B, 8260B	(plus 10 most abundant compounds, TIC's)	112.50	112.50
EPA 624, 8240B, 8260B	Travel Blank Analysis	37.50	
EPA 5035	Soil Sample preparation (Volatiles) **		25.00
EPA 625, 8270C	Base Neutral/Acid Extractables	175.00	162.50
EPA 625, 8270C	(plus 10 most abundant compounds, TIC's)	175.00	162.50
EPA 8270 (SIM)	PNA's, NDMA, low level	175.00	200.00
EPA 8270M	1,4-Dioxane,	175.00	175.00
EPA 8270 (SIM)	Kepone, low level	150.00	150.00

* Price includes cleanup that may be required. (EPA 3630C)

** Sample preparation by EPA 5035 maybe required on certain projects. Your Client Services Representative must be notified prior to sampling in such cases.

DRINKING WATER (ORGANICS)

ATTACHMENT 3

(Title 22 plus Phase II & V)

The drinking water program is administered by the State of California. Please consult the State to determine the nature of the testing and frequency required for your system size. Please contact BC Laboratories Client Service Department to ask for advice on proper bottles and preservation required for your analytical testing needs.

METHOD	VOLATILE ORGANIC CHEMICALS (VOC's)	(\$ PRICE)
EPA 524.2	Benzene, Carbon Tetrachloride, 1, 2-Dichlorobenzene, 1, 4-Dichlorobenzene, 1, 1-Dichloroethane, 1, 1-Dichloroethylene, cis-1, 2-Dichloroethylene, trans-1, 2-Dichloroethylene, Dichloromethane, 1, 2-Dichloropropane, 1, 3-Dichloropropene, Ethylbenzene, Monochlorobenzene, Styrene, 1, 1, 2, 2-Tetrachloroethane, Tetrachloroethylene, Toluene, 1, 2, 4-Trichlorobenzene, 1, 1, 1-Trichloroethane, Trichloroethylene, Vinyl Chloride, Xylenes, MTBE, N-Butylbenzene, sec-Butylbenzene, tert-Butylbenzene, 2-Chlorotoluene, 4-Chlorotoluene, 1,3-Dichlorobenzene, Dichlorodifluoromethane, 1,2-Dichloroethane, Isopropylbenzene, Naphthalene, N-Propylbenzene, 1,1,2-Trichloroethane, Trichlorofluoromethane, 1,2,4-Trimethylbenzene, 1,3,5-Trimethylbenzene, Bromodichloromethane, Bromoform, Chloroform, Dibromochloromethane, Trihalomethanes, TAME, ETBE, Trichlorotrifluoroethane, TBA, Carbon Disulfide, MIBK. (Additional Compounds, Unregulated Compounds upon request)	112.50
DHS	1, 2, 3-Trichloropropane, low level, (Additional Compounds, Unregulated Compounds upon request)	75.00
EPA 524.2	*Travel Blank Analysis	37.50
	SYNTHETIC ORGANIC CHEMICALS (SOC's)	(\$ PRICE)
EPA 504.1	EDB, DBCP	32.50
EPA 507 by 525.2	Alachlor, Atrazine, Molinate, Simazine, Thiobencarb, Butachlor, Bromocil, Prometryn, Diazinon, Dimethoate, Metolachlor, Metribuzin, Propachlor, Atraton, Prometon, Secbumeton, Terbutryn.	67.50
EPA 508	Endrin, Lindane, Methoxychlor, Toxaphene, Chlorothalonil, Chlordane, Heptachlor, Heptachlor Epoxide, Aldrin, Dieldrin, Hexachlorobenzene, Hexachlorocyclopentadiene, PCB's, others by request.	67.50
EPA 515.1	2,4-D, Dinoseb, 2,4,5-TP(Silvex), Bentazon, 2,4,5-T, Dicamba, Dalapon, Picloram, Pentachlorophenol	67.50
EPA 525.2	(Di-2-Ethylhexyl) Phthalate, (Di-2-Ethylhexyl) Adipate, Benzo(a) Pyrene, Hexachlorobenzene, Hexachlorocyclopentadiene, Naphthalene, Chlordane Endrin, Heptachlor, Heptachlor Epoxide, Lindane, Methoxychlor, Pentachlorophenol, Toxaphene, others by request.	87.50
EPA 525.2	*Travel Blank Analysis	37.50
EPA 632	Diuron	87.50
EPA 552.3	HAA 5 Haloacetic Acids	60.00
EPA 556.1	Formaldehyde	125.00
EPA 548.1	Endothall	75.00
EPA 549.2	Diquat	75.00

*Note: As a quality control step, a travel blank should be submitted for each set of samples. If the travel blank is analyzed it will be billed as above.

METALS (PREPARATION)

The methods listed below are preparatory steps to instrumental analysis (See Metals-Instrumental Analysis). Normally a preparation method is necessary to solubilize the element of interest prior to analyzing by AA, ICP, GFAA, or ICP/MS.

WATER PREPARATION			
METHOD	DESCRIPTION	TEST	(\$) PRICE
EPA 3010A	HNO ₃ /HCl Digestion (ICP, FAA)	Total Metals	No Charges
EPA 3020A	HNO ₃ Digestion (GFAA)	Total Metals	No Charges
EPA 600/4-79-020	HNO ₃ /HCl Weak Acid Digestion	Total Recoverable Metals	No Charges
EPA 3005A	HNO ₃ /HCl Weak Acid Digestion	Total Recoverable Metals	No Charges
EPA 200.2	HNO ₃ /HCl Weak Acid Digestion	Total Recoverable Metals	No Charges
EPA 600/4-79-020	Filtration through a 0.45 µm filter	Dissolved Metals	12.50
HAZARDOUS SUBSTANCE, SOIL, OIL, SLUDGE PREPARATION State of California - Title 22, Division 4, Chapter 11, Section 66261			
EPA 3050 A	HNO ₃ /H ₂ O ₂ /HCl Digestion	TTLC (Total Threshold Limit Concentration)	12.50
Title 22 CCR	48 hour Citric Acid Extraction	STLC (Soluble Threshold Limit Concentration)	50.00
Title 22 CCR	48 hour Citric Acid Extraction	STLC Modified	50.00
R.C.R.A. PREPARATION Federal (40 CFR, Part 260)			
EPA 1311	18 hour Acetic Acid Extraction	TCLP (Toxicity Characteristic Leaching Procedure)	62.50

METALS ANALYSIS

Solid matrices and most water samples require preparatory steps prior to instrumental analysis.
For those prices, please see Metals (Preparation).

INDUCTIVELY COUPLED PLASMA (ICP)		
METHOD	PER ELEMENT	(\$) PRICE
EPA 200.7, EPA 6010B	Aluminum, Antimony, Arsenic, Barium, Beryllium, Boron, Cadmium, Calcium, Chromium, Cobalt, Copper, Iron, Lead, Lithium, Magnesium, Manganese, Molybdenum, Nickel, Potassium, Selenium, Silica, Silver, Sodium, Strontium, Titanium, Thallium, Vanadium, Zinc.	7.50
	Practical Quantitation Limits (PQLs) range from 5 ug/l to 100 ug/l.	
COLD VAPOR ATOMIC ABSORPTION (CVAA)		
EPA 7470A, 7471A, 245.1	Mercury	10.00
INDUCTIVELY COUPLED PLASMA/MASS SPECTROMETRY (ICP/MS)		
EPA 200.8	Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium, Cobalt, Copper, Lead, Manganese, Molybdenum, Nickel, Selenium, Silver, Thallium, Vanadium, Zinc, Tin, Lithium	7.50
EPA 6020A	Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium, Cobalt, Copper, Lead, Manganese, Molybdenum, Nickel, Selenium Silver, Thallium, Vanadium, Zinc, Tin, Lithium, Calcium, Magnesium, Iron, Sodium, Potassium, Aluminum	7.50
GRAPHITE FURNACE ATOMIC ABSORPTION(GFAA)		
200.9	Antimony	7.50
200.9	Arsenic	7.50
200.9	Beryllium	7.50
200.9	Cadmium	7.50
200.9	Chromium	7.50
200.9	Copper	7.50
200.9	Lead	7.50
200.9	Nickel	7.50
200.9	Selenium	7.50
200.9	Silver	7.50
200.9	Thallium	7.50

GENERAL CHEMISTRY

MISCELLANEOUS TESTS				
INDIVIDUAL TESTS	AQUEOUS		NON-AQUEOUS	
	METHOD	\$ PRICE	METHOD	\$ PRICE
Alkalinity (Total as CaCO ₃)	EPA 310.1/SM 2320 B	12.50		
<i>Bicarbonate</i>	EPA 310.1/SM 2320 B	5.00		
<i>Carbonate</i>	EPA 310.1/SM 2320 B	5.00		
<i>Hydroxide</i>	EPA 310.1/SM 2320 B	5.00		
Bromide (Ion Chromatography)	EPA 300.0	10.00	WE/EPA 300.0	20.00
Carbon (Total)				QUOTE
Non-Volatile Organics	EPA 415.1/SM5310 C	20.00		QUOTE
Dissolved Organic Carbon	SM 5310C	22.50		
Chloride (Ion Chromatography)	EPA 300.0	7.50	WE/EPA 300.0	20.00
Chlorine Residual	SM 4500-CL F EPA 330.4	20.00		
Chromium				
Trivalent	(Total minus Hexavalent)	30.00	Modified STLC EPA 7196A	50.00
Hexavalent	EPA 7196A, SM3500CrD	20.00	Modified STLC EPA 7196A	35.00
Hexavalent	EPA 7199, 218.6	50.00	EPA 7199	50.00
Color	EPA 110.2/ SM 2120 B	7.50		
Conductivity	EPA 120.1, EPA 9050A, SM 2510B	7.50	WE/EPA 120.1, EPA 9050A	37.50
Cyanide				
<i>Amenable to Chlorination</i>	EPA 9012A, EPA 335.1	22.50		
<i>Total</i>	EPA 335.2, EPA 335.3, 335.4, 9012A	30.00	EPA 9012A	30.00
<i>Weak Acid Dissociable</i>	ASTM 2036C/SM 4500-CN I	40.00		
<i>Reactive</i>	SW 846 Sect.7.3.3.2	40.00	SW 846 Sect.7.3.3.2	37.50
Flashpoint (PMCC)	EPA 1010	QUOTE	EPA 1010	QUOTE
Fluoride				
<i>Ion Chromatograph</i>	EPA 300.0	7.50		
Hardness	Calculation (SM2340B)	15.00		
Langlier Index	Calculation	12.50		
MBAS (Foaming Agents)	EPA 425.1, SM 5540 C	20.00		
Nitrogen Forms				
<i>Ammonia</i>	**EPA 350.1, SM 4500-NH3H	17.50	WE/EPA 350.1	32.50
<i>Nitrate/Nitrite (Cadmium Reduction)</i>	EPA 353.2, SM 4500-NO ₃ F	12.50		
<i>Nitrate (Ion Chromatography)</i>	EPA 300.0	7.50	WE/EPA 300.0	32.50
<i>Kjeldahl</i>	EPA 351.2	22.50	EPA 351.2	32.50
<i>Organic</i>	EPA 351.2, EPA 350.1	25.00		
<i>Nitrite (Colorimetric)</i>	EPA 353.2	10.00	WE/EPA 353.2	25.00
<i>Total (Kjeldahl plus Nitrate)</i>	EPA 351.2, EPA 353.2, 300.0	30.00	EPA 351.2	QUOTE
Moisture / % Solids				12.50

** Distillation required for NPDES samples.

We - Deionized Water Extraction



GENERAL CHEMISTRY

MISCELLANEOUS TESTS				
INDIVIDUAL TESTS	AQUEOUS		NON-AQUEOUS	
	METHOD	\$ PRICE	METHOD	\$ PRICE
Odor	EPA 140.1, SM 2150 B	7.50		
Oxygen Demand				
Biochemical (BOD, CBOD)	SM 5210 B, EPA 405.1	17.50		
Chemical (COD)	EPA 410.4, SM 5220D, EPA 410.2	15.00		
Oxygen (Dissolved)	EPA 360.1, SM 4500-O G	12.50		
Perchlorate	EPA 314.0	32.50	WE/EPA 314.0M	42.50
pH (Aqueous or 1:1)	EPA 9040b, EPA 150.1, AM 4500-H + B	7.50	EPA 9040B, EPA 9045C	12.50
Phenols (automated)	EPA 420.2	20.00		
Phosphorous				
<i>Ortho-Phosphate</i>	EPA 365.1/Sm 4500-PF	12.50		
<i>Total Phosphorous</i>	EPA 365.4	12.50	EPA 365.4	25.00
Resistivity - (calc.)	EPA 120.1, EPA 9050A	12.50		
Salinity				
<i>Chloride as NaCl</i>	EPA 300.0	12.50		
<i>Conductivity as NaCl</i>	EPA 120.1	12.50		
Solids				
<i>Filterable (TDS)</i>	EPA 160.1, SM 2540 C	7.50		
<i>Non-Filterable (TSS)</i>	EPA 160.2, SM 2540 D	7.50		
<i>Settleable</i>	EPA 160.5, SM 2540 F	10.00		
<i>Total</i>	EPA 160.3, SM 2540 B	10.00		
<i>Volatile (VSS) (VDS) (VS)</i>	EPA 160.4, SM 2540 G	15.00		
Special Gravity	ASTM D-1429	15.00		
Sulfate (ron Chromatography)	EPA 300.0	7.50	WE / EPA 300.0	25.00
Sulfide				
<i>Reactive Sulfide</i>	SW 846, Sec. 7.3.4.2	37.50	SW 846, Sec. 7.3.4.2	37.50
<i>Total Sulfide</i>	EPA 376.1, EPA 376.2, SM 4500-S D	12.50		QUOTE
<i>Dissolved Sulfide</i>	EPA 376.1, EPA 376.2, SM 4500-S E	17.50		
Hydrogen Sulfidel	EPA 150.1, EPA 376.1, EPA 376.2	32.50		
Turbidity	EPA 180.1, SM 2130	7.50		

WE-Deionized Water Extraction



WATER (GROUP TESTS)

The group tests listed below can be performed on irrigation water, wastewater, groundwater, surface water or brines. Please consult lab for proper bottles and preservation techniques. No substitutions, please. Additional tests may be added.

MINERAL ANALYSIS - NON-DRINKING	(\$ PRICE	IRRIGATION ANALYSIS	(\$ PRICE
Cations - Calcium, Magnesium Sodium, Potassium	87.50	Cations - Calcium, Magnesium Sodium, Potassium	87.50
Anions - Alkalinity (carbonate, Bicarbonate, hydroxide), Sulfate, Chloride, Nitrate		Anions - Alkalinity (carbonate, bicarbonate, hydroxide), Sulfate, Chloride, Nitrate	
Misc. - Conductivity, pH, Hardness Total Dissolved Solids		Misc. - Conductivity, Hardness, pH Total Dissolved Solids (Summation)	
		Boron, SAR, ESP, Adj. SAR, pHc Gypsum Requirement	
DIVISION OF OIL & GAS-PRODUCED WATER	(\$ PRICE	GEOCHEMICAL	(\$ PRICE
Cations - Calcium, Magnesium Sodium, Potassium	112.50	Cations - Calcium, Magnesium Sodium, Potassium	112.50
Anions - Alkalinity (carbonate, Bicarbonate, hydroxide), Sulfate, Chloride, Nitrate		Anions - Alkalinity (carbonate, Bicarbonate, hydroxide), Chloride, Sulfate	
Misc. - Conductivity, Hardness pH, Total Dissolved Solids, Boron, Iron, Hydrogen Sulfide, Specific Gravity, Oil & Grease		Misc. - Conductivity, pH, Resistivity Equivalent Salt, Specific Gravity, Chlorinity, Total Dissolved Solids, Hydrogen Sulfide, Boron, Iron, Barium, Silica	

HAZARDOUS CHARACTERIZATION ANALYSIS (FEDERAL) FEDERAL PROFILE (R.C.R.A., 40 CFR)

A waste is considered hazardous according to Federal guidelines if it is determined to be corrosive, ignitable, reactive or toxic. Please consult client services for proper sample containers and preservation techniques.

METHOD	CORROSIVITY	(\$ PRICE
EPA 9040B	pH (Aqueous, Soil, Sludge, etc)	7.50
EPA 9045C	pH (Soil)	12.50
	IGNITABILITY	
EPA 1010	Flashpoint (PMCC)	QUOTE
	REACTIVITY	
SW 846 Sect. 7.3.3.2	Reactive Cyanide	37.50
SW 846 Sect. 7.3.4.2	Reactive Sulfide	37.50
	TOXICITY	
	Preparation	
EPA 1311	*ZHE Extraction ¹	50.00
EPA 1311	*Bottle Extraction ¹	50.00
	ANALYSIS	
EPA 6010B, 7471A	Metals (As, Ba, Cd, Cr, Pb, Hg, Se, Ag)	60.00
EPA 8080A, 8081A	Pesticides (chlorinated)	67.50
EPA 8150B, 8151A	Herbicides (chlorinated)	87.50
EPA 8240B, 8260B	Volatile Organics	112.50
EPA 8270C	Semi-Volatile Organics	162.50

*Required prior to analysis for volatiles

**Required prior to analysis for metals, pesticides, herbicides & semi-volatiles

¹ Samples with less than 0.5% solids are not subject to an extraction



**HAZARDOUS CHARACTERIZATION ANALYSIS
(STATE)
TITLE 22, ARTICLE 11 (CALIFORNIA CODE OF REGULATIONS)**

METHOD	CORROSIVITY	(\$ PRICE	
EPA 9040B	pH (Aqueous, Soil, Sludge, etc)	7.50	
EPA 9045C	pH (Soil)	12.50	
	IGNITABILITY		
EPA 1010	Flashpoint (PMCC)	QUOTE	
	REACTIVITY		
SW 846 Sect. 7.3.3.2	Reactive Cyanide	37.50	
SW 846 Sect. 7.3.4.2	Reactive Sulfide	37.50	
	TOXICITY		
LC50 96 hr. Fish Bioassay	Aquatic Toxicity (Subcontract)	QUOTE	
	INORGANICS	(\$ PRICE (Preparation Included)	
EPA 6010B/EPA 7471A	Metals (17 to include: Sb, As, Ba, Be, Cd, Cr, Co, Cu, Pb, Hg, Mo, Ni, Se, Ag, Tl, V, Zn)	TTL	STLC
		112.50	125.00
	ORGANICS		
EPA 8080A, 8081A	Aldrin, Chlordane, DDT, DDE, Dieldrin, Endrin, Heptachlor, Kepone, Lindane, Methoxychlor, Mirex, PCB's Toxaphene	67.50	82.50
EPA 8270C	Pentachlorophenol	162.50	175.00
Title 22 CCR	Organic Lead	QUOTE	QUOTE
EPA 8150B, 8151A	2, 4-Dichlorophenoxyacetic Acid (2, 4-D) 2, 4, 5-Trichlorophenoxypropionic Acid (2, 4, 5-TP)	87.50	87.50
Full CAM	pH, Flashpoint, Reactive CN, Reactive S, TTL Metals, STLC Metals as needed, Aquatic Toxicity.	550.00	

CONTAINERS & HOLDING TIMES

GENERAL/INORGANIC CHEMISTRY

GENERAL/INORGANIC CHEMISTRY					
ANALYSIS	CONTAINER	PRESERVATIVE	CONTAINER	HOLDING TIME (From Sampling Date)	
	WATER	WATER (0-6°C)	SOIL (0-6°C)	WATER	SOIL
Alkalinity	Pt. PE		N/A	14 days	
Ammonia (NH ₃)	Pt. PE	H ₂ SO ₄	8 oz. jar	14 days	28days
BOD	Qt. PE(Headspace Free)		N/A	24-48 hr.	N/A
Boron	Pt. PE		8 oz. jar	28 days	28 days
Bromide	Pt. PE		8 oz. jar	28 days	28 days
Chloride	Pt. PE		8 oz. jar	28 days	28 days
COD	Pt. PE	H ₂ SO ₄	8 oz. jar	28 days	28 days
Color	Pt. Amber Glass	Unpreserved	N/A	48 hr.	N/A
Cyanide (total and/or Reactive)	Pt. PE	NaOH	8 oz. jar	14 days	No Specified Time
EC (Electrical Conductivity)	Pt. PE		8 oz. jar	28 days	28 days
Flashpoint	Pt. Amber Glass(Glass Only)		8 oz. jar	28 days	28 days
Flouride	Pt. PE		8 oz. jar	28 days	28 days
Gross Aplha/Beta	1 L Plastic		8 oz. jar	6 mos.	6 mos.
Uranium	1 L Plastic		8 oz. jar	6 mos.	6 mos.
Hardness	Pt. PE		N/A	28 days	N/A
Hexavalent Chromium (Cr ⁺⁶)	Pt. PE		8 oz. jar	24 hr.	30 days til ext/24 hr in extract form
Iodide	Pt. PE		8 oz. jar	24 hr.	28 days
Nitrate/Nitrite (NO ₃ /NO ₂)	2 oz. PE	H ₂ SO ₄	8 oz. jar	28 days	28 days
Nitrite/NO ₂	Pt. PE		8 oz. jar	48 hr.	28 days
NO ₃ as NO ₃	Pt. PE		8 oz. jar	48 hr.	28 days
Odor	Pt. Amber		N/A	24 hr.	N/A
Oil & Grease	1 L Amber Glass (Glass Only)	HCl	8 oz. jar	28 days	28 days
TPH	1 L Amber Glass (Glass Only)	HCl	8 oz. jar	28 days	28 days
pH	Pt. PE		8 oz. jar	IMMEDIATELY	IMMEDIATELY
Phenolics	Pt. Amber Glass (Glass Only)	H ₂ SO ₄	8 oz. jar	28 days	28 days
Phosphorus ° Total (P)	Pt. PE	H ₂ SO ₄	8 oz. jar	28 days	28 days
Phosphorus ° Total (PO ₄)	Pt. PE		8 oz. jar	48 days	28 days
Silica	Pt. PE (Plastic Only)		8 oz. jar	28 days	28 days
TDS	Qt. PE		N/A	7 days	N/A
TSS	Qt. PE		N/A	7 days	N/A
Settleable Solids	Qt. PE		N/A	48 hr.	N/A
Total Solids	Qt. PE		N/A	7 days	N/A
Specific Gravity	Pt. PE		8 oz. jar	28 days	28 days
Sulfate	Pt. PE		8 oz. jar	28 days	28 days
Sulfide, Total	Pt. PE	Zn Acetate	8 oz. jar	7 days	N/A
Surfactants (MBAS)	Qt. PE		N/A	48 hr.	N/A
Total Coliform	8 oz. Glass or Nalgene(Sterilized)	Sodium Thiosulfate	N/A	24 hr.	N/A
TKN (Kjeldahl Nitrogen)	Pt. PE	H ₂ SO ₄	8 oz. jar	28 days	28 days
Total Organic Carbon (TOC)	Pt. Amber Glass (Glass Only)	H ₂ SO ₄	8 oz. jar	28 days	28 days
Total Organic Halide (TOX)	Pt. Amber	H ₂ SO ₄	8 oz. jar	7 days	No Specified Time
Turbidity	Pt. Amber Glass		N/A	48 hr.	N/A



CONTAINERS & HOLDING TIMES

GENERAL/ORGANIC CHEMISTRY

ANALYSIS	CONTAINER	PRESERVATIVE	CONTAINER	HOLDING TIME (From Sampling Date)			
				WATER		SOIL	
				EXTRACT	ANALYSIS	EXTRACT	ANALYSIS
• 601	2 X VOA (Headspace Free)	HCL 1	8oz Jar	14 Days	14 Days	N/A	14 Days
• 602, 8021	2 X VOA (Headspace Free)	HCL 1	8oz Jar	14 Days	14 Days	N/A	14 Days
• BTEX	2 X VOA (Headspace Free)	HCL 1	8oz Jar	14 Days	14 Days	N/A	14 Days
• Gasoline Range	2 X VOA (Headspace Free)	HCL 1	8oz Jar	14 Days	14 Days	N/A	14 Days
• Diesel Range	1 L Amber Glass w/Teflon Lid		8oz Jar	14 Days	40 Days	14 Days	40 Days
8260/524.2/624/8240/624/8260B	2 X VOA (Headspace Free)	1	8oz Jar	14 Days	14 Days	N/A	14 Days
504	2 X VOA	HCL 1	3X VOA	14 Days	1 day	N/A	N/A
8080A, 608, 508, 8081, 8082	1 L Glass Amber w/Teflon Lid	1	8oz Jar	7 Days	40 Days/14**	14 Days	40 days
8140/8141	1 L Glass Amber w/Teflon Lid	1	8oz Jar	7 Days	40 Days	14 Days	40 Days
8250, 615, 515.1, 8151	1 L Glass Amber w/Teflon Lid	1	8oz Jar	7 Days	40 Days	14 Days	N/A
525.2/507	2 X 1 L Glass Amber w/Teflon Lid		8oz Jar	***14 Days	30 Days	14 Days	N/A
625, 8270C	2 X 1 L Glass Amber w/Teflon	1	8oz Jar	7 Days	40 Days	14 Days	40 Days
Modified 632, 632	1 L Glass Amber w/Teflon Lid	1	8oz Jar	7 Days	40 days	14 Days	40 days
TCLP • Volatile (Zero Headspace Extraction)	8oz or Larger Glass w/Teflon Lid		8oz Jar	14 Days	N/A	14 Days	7 Days
• SEMI - Volatiles (8270, 8150, 8080)	1 L Amber Glass (Each Test)		8oz Jar	7 Days	40 Days	14 Days Until TCLP Leaching	14 Days Until TCLP Leaching

METALS

METHODS			
ANALYSIS	CONTAINER	PRESERVATIVE	HOLDING TIME (From Sampling Date)
WATER			
Metals (1 or more metals)			
* Total	Qt. PE	HNO ₃	6 Mo. (28Days - Hg)
• Dissolved • Filtered in Field	Pt. PE	HNO ₃	6 Mo. (28Days - Hg)
• Not Filtered	Qt. PE		6 Mo. (28Days - Hg)
• Organic Lead	Qt. Amber Glass	Chill to 0-6°C	14 Days with Analysis
• Hexavalent Chromium (Cr + ⁶)	Pt. PE		24 HOURS
SOIL			
• Soluble	8oz jar	Chill to 0-6°C	6 Mo. (28Days - Hg)
• EP Toxicity	8oz jar	Chill to 0-6°C	6 Mo. (28Days - Hg)
• WET	8oz jar	Chill to 0-6°C	6 Mo. (28Days - Hg)
• TCLP (See also Organic Chemistry)	8oz jar	Chill to 0-6°C	6 Mo. (28Days - Hg)
• SPLP	8oz jar	Chill to 0-6°C	6 Mo. (28Days - Hg)
• Hexavalent Chromium (Cr + ⁶)	8oz jar	Chill to 0-6°C	30 Days until extraction / 24 Hr in extract form
• Organic Lead	8oz jar	Chill to 0-6°C	14 Days until Analysis

Notes	
** for 508	1 Sample containing residual chloride must be dechlorinated at the time of sampling
***7 days if diazinon is a target analyte	
*Fill all containers as much as possible (Consult laboratory for minimum volume required)	*Most tests require samples to remain chilled @ 0-6°C after sampling
*Holding time - the samples must be analyzed within the required time frame.	*TCLP & STLC Extractions cannot be conducted on acid-treated containers

AIR /VAPOR SAMPLING

METHOD	GAS CHROMATOGRAPHY	(\$) PRICE VAPOR
ASTM D1946, EPA 3C	Fixed and / or permanent gases*	70.00
TO-3, EPA 8021	BTEX - Oxygenates only*	67.50
TO-3, EPA 8021	BTEX - Oxygenates, TVPH*	75.00
	GAS CHROMATOGRAPHY MASS SPECTROMETRY	
TO-14, EPA 8260	Volatile Halogenated & Aromatics	75.00
TO-14, EPA 8260	Volatile Halogenated & Aromatics + TVPH	85.00
TO-14, EPA 8260	TVPH only*	62.50
TO-15, EPA 8260	Low Level Volatile Halogenated + Aromatics	100.00
	MISCELLANEOUS SAMPLING SUPPLIES	
	Tedlar Bags Each	6.00
	Canister Rental	15.00
	Flow Controller Rental	10.00

*Tedlar Bag Only



ALASKA TPH RANGE

METHOD	TOTAL PETROLEUM HYDROCARBONS	\$ PRICE	
		AQUEOUS	NON-AQUEOUS
AK101	Determination of Gasoline Range Organics (GRO)	32.50	32.50
AK102	Determination of Diesel Range Organics (DRO)	37.50	37.50
AK103	Determination of Residual Range Organics (RRO)	NA	37.50
AK102 & AK103	DRO & RRO	NA	62.50

BC LABORATORIES, INC.
STANDARD TERMS AND CONDITIONS
November 16, 2001

ATTACHMENT 3

ACCEPTANCE. BC Laboratories, Inc. (hereafter referred to as "BCL") offers and will accept orders for services (as defined herein) only under the following Standard Terms and Conditions (the "Terms"). These Terms shall not apply if BCL and the Customer shall have executed a separate agreement in writing. If specific Terms are not incorporated in the separate agreement these Terms will apply to the Customer. No modifications to the Terms shall be valid and binding unless in writing and signed by an authorized representative of BCL. Customer's order for services shall be subject to the Terms and the Terms shall be binding upon receipt of samples to BCL. Either party may terminate this agreement at any time by giving written notice of such termination to the other party. Upon termination the customer is subject to payment for all services rendered and expenses incurred up to date in accordance with the applicable Fee Schedule or Quote.

CHAIN OF CUSTODY. The Customer assumes all responsibility for the information contained on the Chain Of Custody form. BCL will try to provide the Customer the analytical services requested but any and all questions or errors resulting from ambiguity, incompleteness, or timeliness of information on the Chain Of Custody are the responsibility of the Customer.

INSURANCE. BCL maintains insurance coverage with minimum limits as follows: (a) Comprehensive General Liability-\$1,000,000 each occurrence \$2,000,000 annual aggregate; (b) Comprehensive Automotive Liability Bodily Injury and Property Damage- \$1,000,000 each occurrence. (c) Workman's Compensation- \$500,000 each occurrence and \$500,000 each employee; BCL and Customer agree to furnish the other, upon request, certificates attesting to the existence of insurance coverage.

INDEPENDENT CONTRACTOR. BCL's relationship with Customer under this Agreement shall be that of an independent contractor. Nothing in this Agreement shall be construed to designate BCL, or any of its employees or subcontractors, as employees, joint ventures or partners of the Customer.

SUBCONTRACTING. BCL shall have the right to subcontract any and all services, duties, and obligations hereunder, in whole or in part with the consent of the Customer in a timely response which shall not be unreasonably refused. Subcontractor shall be bound by the same Terms of performance as BCL.

BILLING. All fees are charged or billed directly to the Customer. The billing of a third party will not be accepted without an agreement, signed by both the third party and the party requesting services, which acknowledges and accepts payment responsibility of both parties.

PAYMENT. Payment in advance is required for all Customers except those whose credit has been established with BCL. For Customers with BCL approved credit, terms are Net 30 days, after which time a 1-1/2% per month late charge is added to all unpaid balances. Failure of the Customer to pay according to Terms gives BCL the right to withhold delivery of future data until all past due invoices have been settled, place on hold current work in progress, or invalidate data by disposing of all archived records of the Customers project. Customer shall pay all costs and expenses incident to the collection of past due amounts, including reasonable attorney's fees. No retainage of fees by the customer is allowed without the consent of BCL.

MODIFICATIONS. If the sample received is of unknown character than in the original quote, or if due to the composition of the sample the original procedure specified is not practicable or likely to produce reliable results, Customer will be promptly notified. Modified procedures will be suggested and BCL may quote new prices for such modifications. Upon agreement of such modification, the original quote shall be deemed amended and the samples in question shall be deemed to have been received.

TIME OF PERFORMANCE. BCL will use its best efforts to comply with storage, processing and analytical time limits requested by the Customer. Unless specifically agreed to in writing between BCL and Customer, the time performance of any testing or other services performed by BCL under this agreement is not guaranteed and BCL shall have no liability for failure to perform such services within the time requested. Quick turnaround times are available at a premium cost which will be defined in the quote, providing BCL workload availability.

LIMITATION OF DAMAGES. BCL is not an insurer of services rendered and the payments mentioned are based solely on the value of the services provided pursuant to this agreement. BCL's liability to the Customer and the Customer's exclusive remedy for any cause of action alleged against BCL, whether based in contract, tort, or otherwise, shall be limited solely to the amount paid by the Customer for the services performed. In no event shall BCL be liable for incidental or consequential damages including, without limitation, business interruption, loss of use, or loss of profits incurred by the Customer, its subsidiaries, affiliates, successors or assigns, arising out of or related to this agreement or the performance of services hereunder.

WARRANTY. BCL makes no warranty or representation, expresses or implied, or guarantee of results from the performance of services pursuant to this Agreement. Any information, recommendation, interpretation, or opinion by BCL is based upon inferences and assumptions which are subject to error, and with respect to which analysis may differ. Accordingly, BCL does not assume any liability with respect to the use of, or for damages resulting from the use of, any information, data, test results, analysis, apparatus, method, or process disclosed by BCL. BCL makes no presentation or warranty of any kind, including but not limited to, the warranties of fitness for a particular purpose or merchantability, nor are any such warranties to be implied with respect to the data or service furnished. BCL assumes no responsibility with respect to Customer's use thereof.

LIMITATION OF ACTION. No action, regardless of form, arising out of or brought in connection with any services provided under this Agreement may be brought by the Customer more than one year after the performance of said services by BCL. It is expressly agreed that BCL shall have no liability to Customer unless that liability arises out of the willful misconduct or gross negligence of BCL or its duly authorized employees.

CONFIDENTIALITY. Data and the sample materials provided by Customer or at Customer's request and the result obtained by BCL shall be held in confidence (unless such information is generally available to the public or is in the public domain or Customer has failed to pay BCL for all services rendered or is otherwise in breach of this Agreement) subject to any disclosure required by law or legal process. BCL's reports and the data and information provided therein are for the exclusive use and benefit of Customer and Customer agrees there shall be no third party beneficiary of such reports, data, or information. Customer will not disclose to any third party any information concerning BCL's technical information, software programs, methods, or other formulations.

SEVERABILITY. The provisions of this Agreement shall be severable, and if any clause, sentence, paragraph, provision or other part hereof shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder hereof, which remainder shall continue in full force and effect.

WAIVER. No waiver by either party of any breach, default or violation of any term, warranty, representation, agreement, covenant, condition or provision hereof shall constitute a waiver of any subsequent breach, default or violation of the same or any other term, warranty, representation, agreement, covenant, condition or provision hereof. All waivers must be in writing.

FORCE MAJEURE. Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying therewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire, act of God, power failures, injunction, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality, matrix interference or unknown highly contaminated samples that impact instrument operations thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

LITIGATION. All costs associated with compliance to any subpoena for documents, for testimony in court of law, or for any other purpose relating to work performed by BCL, in connection with work performed for the Customer, shall be paid by the Customer. Such costs shall include, but are not limited to, hourly charges for persons involved in responding to subpoenas, travel and accommodations, mileage, attorney's preparation of testifier and advice of counsel in connection with response to subpoenas, and all other expenses deemed reasonable and associated with said litigation.

HAZARDOUS WASTE. Unused portions of samples found or suspected to be hazardous according to state or federal guidelines may be returned to the Customer upon completion of the analytical work. The cost of returning the sample may be invoiced to the Customer. The sample portions thereof remain the property of the Customer at all times

RETENTION OF SAMPLES. All routine samples are retained in our storage facilities for 30 days after report generation unless prior arrangements have been made. Samples may be held longer per Customers request for an additional fee.

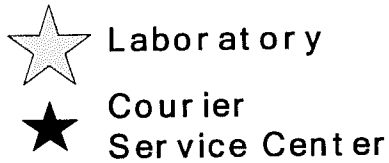
RETENTION OF REPORTS. BCL shall retain copies of analytical reports for a period of 7 years after report date, after which such reports may be destroyed or returned to the Customer at Customers expense. If Customer requests additional copies of such analytical reports during the retention period, an additional charge will apply for the preparation and printing of such reports.

COMPLIANCE WITH LAW. In the performance of all services to be provided hereunder, BCL and Customer agree to comply with all applicable Federal, State and local laws and ordinances and all lawful orders, rules and regulations of any constituted authority.

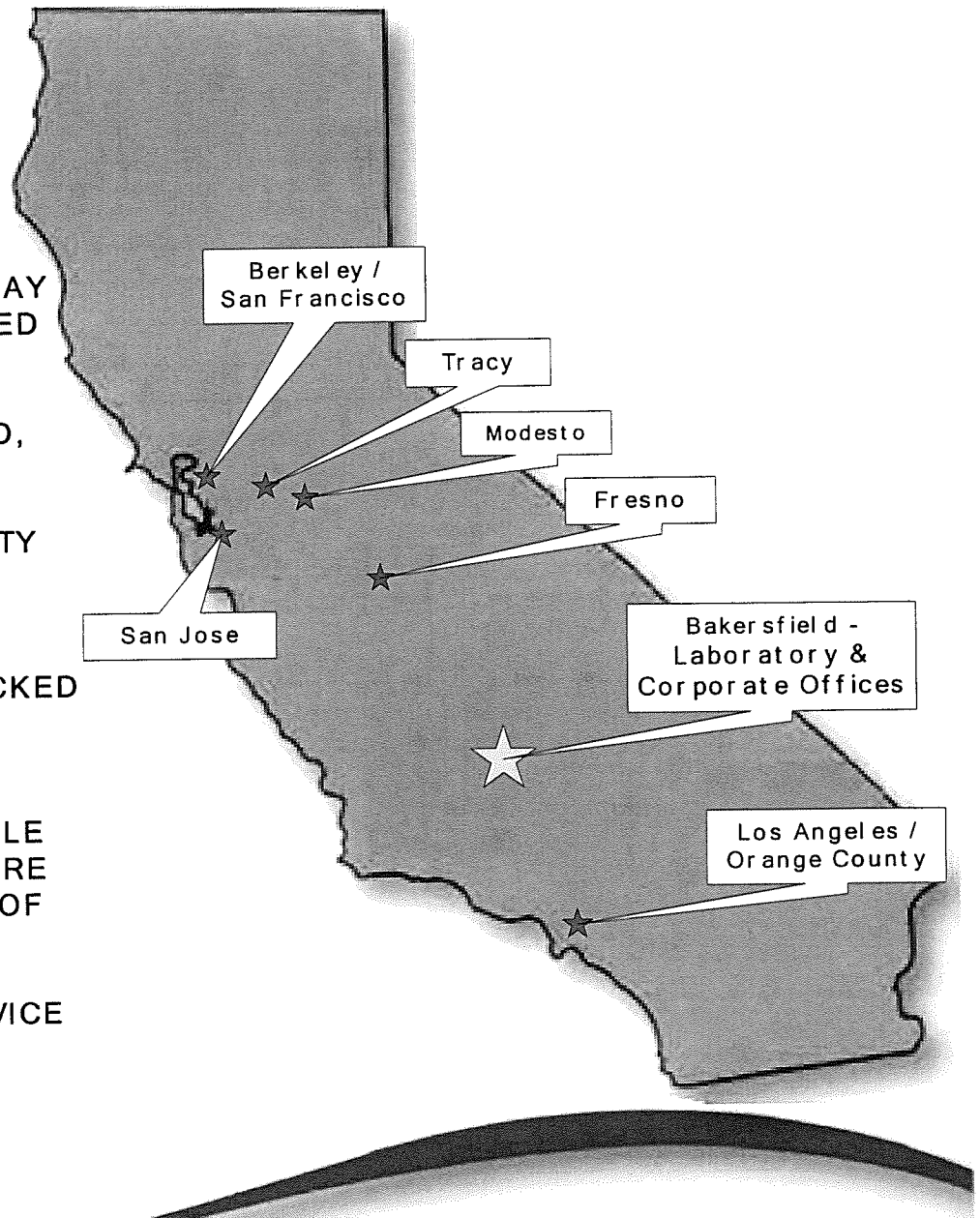
APPLICABLE LAW. The validity, performance and construction of this Agreement shall be governed by and construed in accordance with the laws of the State of California.



BC Labs In House Courier Service



- STATE-WIDE, SAME DAY INTERNALLY MANAGED COURIER SYSTEM
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